

## Exhibit A

### INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS FOR GOLF MANAGEMENT LICENSE AND SERVICES

#### INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for service providers contracting with the County. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a service CONTRACTOR accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

#### INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

#### GENERAL REQUIREMENTS

##### INSURANCE.

- 1.1. **By Contractor.** Unless expressly waived in writing by COUNTY, Contractor, as an independent contractor and not an employee of COUNTY, must obtain and maintain policies of insurance in amounts specified in this Agreement and pay all taxes and fees incident hereunto. COUNTY shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by COUNTY, the required insurance shall be in effect prior to the commencement of work by Contractor.

Contractor shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under their commercial general liability without requiring a written contract or agreement between COUNTY as the additional insured and Subcontractor. Contractor shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming Contractor and COUNTY as additional insureds.

**1.2. Form of Coverage.** Any insurance or self-insurance available to COUNTY shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by COUNTY, Contractor shall provide COUNTY with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify COUNTY and immediately replace such insurance or bond with an insurer meeting the requirements.

**1.2.1. Approved Insurers:** Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as "A-, VII" or better.

**1.3. Policies Required.**

**1.3.1. Workers' Compensation and Employer's Liability Insurance.** Contractor shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Contractor waives all rights against COUNTY, its officials, officers, employees, volunteers and agents, 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 Contractor pursuant to this agreement. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

**1.3.2. Commercial General Liability Insurance.** Contractor shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance provides coverage for other locations operated by Contractor, any general aggregate limit shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Additional Insured.** COUNTY, its officials, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. Contractor shall also include additional insured coverage for its products and completed operations exposures, if applicable to this Agreement. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement.

**Waiver of Subrogation.** Contractor waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement 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. Contractor's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

- 1.3.3. Business Automobile Liability Insurance.** Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If Contractor does not have any owned or leased automobiles, COUNTY may agree to accept Hired & Non-Owned Auto Liability Coverage included under the Contractor's Commercial General Liability.

If Contractor is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, COUNTY may accept evidence of personal automobile liability with limits of insurance acceptable to COUNTY.

**Waiver of Subrogation.** Contractor waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

- 1.3.4. Property Insurance.** Contractor shall obtain and maintain in force commercial property insurance covering its personal property, supplies and inventories at its own expense. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Commercial property insurance shall cover the replacement cost of the property insured.

- 1.3.5. Crime Insurance.** Contractor shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than One Million Dollars (\$1,000,000) per occurrence. If applicable, coverage shall be endorsed to include coverage for loss of COUNTY money, securities and other property in the care, custody or control of Contractor.

- 1.4 Evidence of Insurance.** Prior to the start of any Work, Contractor must provide the following documents to COUNTY, Attention: Purchasing, 1001 E. Ninth St., Building D, Suite 200, Reno, NV 89512.

**1.4.1. Certificate of Insurance.** Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, Contractor shall provide a Certificate of Insurance form to COUNTY to evidence the insurance policies and coverage required of Contractor. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including all Subcontractor policies, at any time. Copies of policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

**1.4.2. Additional Insured Endorsements.** Additional insured endorsements, or relevant policy form, must be submitted to COUNTY, by attachment to the Certificate of Insurance, to evidence the endorsement of COUNTY as additional insured.

- 1.4.3. Policy Cancellation Notification.** Contractor or its insurers shall provide at least thirty (30) days prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- 1.5. Other Conditions.** Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at COUNTY's option.

Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

By requiring insurance herein, COUNTY does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to COUNTY in this Agreement. The insurance requirements of this Agreement shall be in addition to and not in lieu of any other remedy available to COUNTY under this Agreement or otherwise. COUNTY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.