

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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

### Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence and **\$4,000,000** aggregate.
2. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Campus requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Campus.

**Other Insurance Provisions** - The policy shall also to contain, or be endorsed to contain, the following provisions:

- A. **Additional Insured Status** – *The State of California, the Trustees of The California State University, California State University, Sacramento and employees, officers, directors, volunteers and agents are to be covered as additional insureds* (collectively "University") on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

- B. **Primary Coverage** - For any claims related to this contract, the Lessee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects *The State of California, the Trustees of The California State University, California State University, Sacramento and employees, officers, directors, volunteers and agents are to be covered as additional insureds* (collectively "University").

Any insurance or self-insurance maintained by the State of California, the Trustees of The California State University, California State University, Sacramento and employees,

officers, directors, volunteers and agents (collectively “University”) shall be excess of the Lessee’s insurance and shall not contribute with it.

- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Campus.
- D. **Waiver of Subrogation** - Lessee hereby grants to Campus a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Campus by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Campus has received a waiver of subrogation endorsement from the insurer.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Campus.
- F. **Self-Insured Retentions** must be declared to and approved by the Campus. The Campus may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Campus.
- G. **Verification of Coverage** - Lessee shall furnish the Campus with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Campus before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- H. **Special Risks or Circumstances** - Campus reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- I. **Certificate Holder** - Certificates and Endorsements shall be sent to:
  - California State University, Sacramento
  - ATTN: Procurement
  - 6000 “J” Street
  - Sacramento, CA 95819