

EXHIBIT B-5 (revised)

INSURANCE REQUIREMENTS FOR LEASES WITH TENANTS ON COUNTY PROPERTY

Indemnification

Tenant/Lessee, shall indemnify, reimburse, hold harmless and defend County from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, arising from the use of the Premises.

Insurance

Without limiting the Tenant/Lessee's indemnification of the County, Tenant/Lessee, shall at its own expense, provide and maintain the following insurance coverage in full force and effect throughout the term of this lease:

A. Evidence of Coverage

Prior to commencement of this lease, Tenant/Lessee shall provide a Certificate of Insurance certifying that coverage as required has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by Tenant/Lessee upon request.

For long-term leases a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

EXHIBIT B-5 (revised)

- a. Each occurrence -\$3,000,000
- b. General aggregate -\$4,000,000
- c. Personal Injury -\$3,000,000

2. General liability coverage shall include:

Premises and Operations

Personal Injury liability

Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage including broad form all-states coverage.

Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

EXHIBIT B-5 (revised)

7. Interruption of Business Insurance

Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

D. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.