

CAL POLY

SAN LUIS OBISPO

1 Grand Ave., San Luis Obispo, CA 93407-0121

EXHIBIT A - INSURANCE REQUIREMENTS

Producer will maintain all necessary insurance as required herein. Producer shall provide a Certificate of Insurance with appropriate endorsements indicating that the required coverage is in effect on an annual basis, or for the duration of the Agreement. Producer agrees to provide, or cause their insurance carrier to provide, at least 30 days written notice prior to cancellation or modification (10 days advance written notice for non payment) of such liability insurance. In the event the insurance coverage expires at any time or times during the term of the Agreement, Producer agrees to provide at least 15 days prior to said expiration date, a new certificate of insurance evidencing coverage as provided herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the California State University ("CSU"), and Producer agrees that no work or services shall be performed prior to the giving of such approval. In the event the Producer fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Insurance to be placed with California Admitted insurer with current A.M. Best's rating of no less than A:VII unless otherwise approved by the CSU.

If any insurance required herein is written on a claims-made form, following the termination of this agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the agreement commencement date.

Producer must present evidence of the following insurance coverage to University prior to entry upon Location:

Commercial General Liability Coverage (as broad as ISO occurrence form CG 0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of Producer, its agents, representatives or employees in an amount not less than \$1,000,000.00 (one million Dollars) per occurrence; \$2,000,000.00 (two million Dollars) aggregate.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as additional insured(s).

Endorsement shall state this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Endorsement shall state that Insurer waives any right of recovery the insurer may have against the University.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by Producer, its agents, representatives or employees covering owned, hired, leased and non-owned automobiles used by or on behalf of Producer, including coverage for uninsured and underinsured motorists, in an amount not less than \$1,000,000.00 (one million Dollars) per occurrence.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as additional insured(s).

Endorsement shall state that this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the CSU scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Endorsement shall state that insurer waives any right of recovery the insurer may have against the CSU when the insured has agreed to such waiver in writing prior to loss.

Producers who are sole proprietors and are using automobiles for personal transportation only may submit proof of automobile insurance as required by California law.

Worker's Compensation and Employer's Liability Coverage:

Producer shall provide the following coverage:

Primary insurance coverage against claims with respect to obligations imposed on the Producer and sub-contractors by State worker's compensation statutes and damages that the Producer becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Worker's Compensation, \$1,000,000 (one million Dollars) for Employer's Liability.

Endorsement shall state that insurer named above waives any right of recovery the insurer may have against the University when the insured has agreed to such waiver in writing prior to loss.