

EXHIBIT D, Section 12 — INSURANCE REQUIREMENTS

When Association submits a signed agreement to State, Association shall furnish to State a Certificate of Insurance in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Association's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage (*Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.*)

General Liability Insurance: Association shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Association's limits of liability.

Motor Vehicle Liability Insurance: Association shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Association, including, but not limited to, Association owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Association shall maintain statutory worker's compensation and employer's liability insurance for all of Association's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

Accident Insurance: Association shall maintain statutory accident liability insurance for all of Association's volunteers who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

Products Liability (where food is served or food products are sold);

Liquor Liability (where the serving or sale of alcohol is permitted).

C. Endorsements (*The following endorsements must appear on the Certificate of Insurance.*)

Cancellation: The Association will notify the Department prior to the effective date of insurance cancellation.

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.

The address for the State of California as the additional insured must be:

State of California, Department of Parks and Recreation, Interpretation and Education Division

Attn: Cooperating Associations Program

P.O. Box 942896

Sacramento, CA 94296-0001

Premiums: That the State will not be responsible for any premiums or assessment on the policy.

D. Association's Additional Responsibilities

Association is responsible for any deductible or self-insured retention contained within the insurance program.

Association shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon State's request, Association shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

EXHIBIT D — Insurance Requirements

Association's Name:

Agreement Number:

Page: 2 of 2

D. Association's Additional Responsibilities (continued)

Concurrent with the execution of this agreement, Association shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including a endorsements.

Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Association shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Insurance Companies

Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "B" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California

F. State Remedies

Should Association fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this agreement immediately and all payments due or that become due will be withheld until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.