

Exhibit "C"

INSURANCE REQUIREMENTS

Facility User shall, at a minimum, provide, pay for at its sole cost and expense, and maintain in force at all times during the term of this Agreement (unless otherwise provided), at minimum, the insurance coverages set forth below. Such policy or policies shall be issued by companies authorized to do business in the State of California. The limits established herein are minimums and Facility User may carry higher limits at its option. The Authority does not warrant that the limits set herein will fully protect Facility User in all events and for all occurrences.

1. **Non-Airfield Coverage.**

1.1. **Commercial General Liability.** Commercial General Liability insurance policy with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Four Million Dollars (\$4,000,000.00) aggregate with a carrier having an A.M. Best rating of no less than A-VII. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- a. Premises and/or Operations.
- b. Independent Contractors or Owners and Contractors Protective Liability coverage, which includes liability coverage for operations performed for the named insured by independent and/or subcontractors hired and acts or omissions of the named insured in connection with their general supervision of such operations.
- c. Products and/or Completed Operations for Construction Projects. Facility User shall maintain in force until at least two (2) years after completion of all work required under the Contract, coverage for Products and Completed operations, including Broad Form Property Damage. Facility User shall provide such certificates of insurance or endorsements evidencing this insurance coverage to Authority for two (2) years after completion of all work required under a Contract.
- d. Explosion/Collapse Hazard.
- e. Broad Form Property Damage.
- f. Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- g. Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

1.2. **Commercial Automobile Liability Insurance.** If applicable, shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) for non-airside circulation per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of

the Business Automobile Liability Policy, as filed by the Insurance Services Office and must include:

- a. Owned vehicles.
- b. Hired and Non-owned vehicles.
- c. Employers' Non-ownership.
- d. Any Auto.

2. Airfield Coverage.

2.1. **Aviation/Airport Liability coverage, Aviation/Airport or Commercial General Liability** with minimum limits of Ten Million Dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) aggregate with a carrier having an A.M. Best rating of no less than A-X. Coverage must be afforded on a form no more restrictive than the latest edition of the liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- a. Premises and/or Operations.
- b. Independent Contractors or Owners and Contractors Protective Liability coverage, which includes liability coverage for operations performed for the named insured by independent and/or subcontractors hired and acts or omissions of the named insured in connection with their general supervision of such operations.
- c. Products and/or Completed Operations for Construction Projects. Facility User shall maintain in force until at least two (2) years after completion of all work required under the Contract, coverage for Products and Completed operations, including Broad Form Property Damage. Facility User shall provide such certificates of insurance or endorsements evidencing this insurance coverage to Authority for two (2) years after completion of all work required under a Contract.
- d. Explosion/Collapse Hazard & Underground (required when work involves digging, excavation, grading or use of explosive material).
- e. Broad Form Property Damage.
- f. Aircraft Liability (including passenger liability).
- g. Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- h. Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

2.2. **Commercial Automobile Liability Coverage.** If applicable, shall be provided with minimum limits of Ten Million Dollars (\$10,000,000.00) for airside circulation per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, as filed by the Insurance Services Office and must include:

- a. Owned vehicles.
- b. Hired and Non-owned vehicles.
- c. Employers' Non-ownership.
- d. Any Auto.

3. **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of California and all Applicable Laws and Regulations. In addition, the policy(ies) must include: Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident and if any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. A waiver of subrogation in favor of OIAA shall apply.
4. **All-Risk Property Insurance** shall be provided for physical damage to the property of Facility User and to the Assigned Areas and other improvements, with coverage for a minimum of one hundred percent (100%) of the replacement value of the property. For All Other Perils, the deductible may not exceed Ten Thousand Dollars (\$10,000.00) per occurrence except Wind and Flood. For Wind and Flood, the deductible should not exceed five percent (5%) of property value. Any deviations from this will be reviewed and approved by the Authority. The Authority shall be a loss payee or an additional insured for this coverage and shall be provided with a thirty (30) days prior written notice of cancellation and/or expiration provision.
5. **All Coverages.**

5.1. Authority is to be expressly included as an "Additional Insured" in the name of "Ontario International Airport Authority" with respect to liability arising out of operations performed for Authority by or on behalf of Facility User or acts or omissions of Facility in connection with general supervision of such operation.

Separate endorsements must be provided and state the following:

Additional Insured Clause. "It is further agreed such insurance as is afforded by this policy shall also apply to the Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and the Commission; as additional insureds but only with respect to legal liability or claims caused by, arising out of, or resulting directly, or indirectly from the operations of the named insured."

Primary Insurance Clause. "It is further agreed that such insurance as is afforded by this policy for the benefit of the Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission, shall be primary insurance as respects any claim, loss or liability arising directly or indirectly from the named insured's operations, and any other insurance shall be excess and non-contributory with the insurance provided hereunder."