

## **EXHIBIT C** **INSURANCE**

Permittee shall maintain in effect during the term of this Permit, the policies of insurance in the amounts as required by any Federal, State or Local laws or Regulatory Agencies, including, but not limited to, the California Public Utilities Commission, now in effect or hereafter enacted. A Permittee not regulated by the above mentioned Federal, State or local Regulatory Agencies, including the California Public Utilities Commission, shall maintain in effect during the term of this Permit the policies of insurance in the amounts as designated below.

Notification from any Federal, State or Local Regulatory Agency, including the California Public Utilities Commission, of the expiration, revocation, or cancellation of the required policies of insurance in the amount required by said Agency may result in the suspension and/or revocation of this Permit per Article 9 of this Permit

### **1. Commercial General Liability.**

A COMMERCIAL GENERAL LIABILITY policy is encouraged but not required by the City.

### **2. Workers' Compensation and Employees' Liability.**

A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY policy as required by and written in accordance with the laws of the State of California and providing coverage for any and all employees of Permittee:

- a. This policy shall provide coverage for Workers' Compensation (Coverage A); and
- b. This policy shall also provide coverage for \$1,000,000 Employers' Liability (Coverage B); and
- c. This policy shall require an "ALL STATES" endorsement if Permittee is domiciled outside of the State of California and the policy is written outside California.

If Worker's Compensation coverage is not required by law, Permittee shall submit a Worker's Compensation Waiver form to the Airport.

### **3. Automobile Liability.**

A COMPREHENSIVE BUSINESS AUTO policy with a minimum limit of not less than the amounts listed below, combined single limit for bodily injury and property damage, and providing at least all of the coverage listed below:

	<u>Amount of Coverage</u>
Taxicabs -	\$300,000
Vehicles with seating capacity of 7 passengers or less -	\$750,000
Vehicles with seating capacity of 8 passengers through 15 passengers, inclusive -	\$1,500,000
Vehicles with seating capacity of 16 passengers or more	\$5,000,000
Couriers	\$600,000

- a. Coverage shall be applicable to any and all leased, owned, hired or non-owned Vehicles used pursuant to Permit operations.
- b. Any and all mobile equipment, which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy, if Permittee has such a policy.

4. **Endorsements.** All of the following endorsements are required to be made a part of each of the above required policies as stipulated below (and any Excess Liability policy shall be identified on the Certificate of Insurance in the "following form"):

- a. "The City of San Jose, its employees, officers, agents and contractors are hereby added as additional insured as respects premises leased or licensed to, and operations permitted to, Permittee under this Permit."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance that the City of San Jose may possess, including any self-insured retention City may have, and any other insurance the City does possess shall be considered excess insurance only."
- c. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This will not act to increase the limit of liability of the insuring company."
- d. "Thirty (30) days' prior written notice of a material revision, nonrenewal or cancellation shall be given to the City of San Jose in the event of cancellation or nonrenewal of this policy for whatever reason before the same may become effective." Such notice shall be sent to: CITY OF SAN

JOSE, Risk Manager, 140 Asbury Street, Suite B, San Jose, California 95110.

- e. Include as 'Certificate Holder', Department of Aviation, San Jose International Airport, 1661 Airport Boulevard, Room C206, San Jose, California 95110-1285.
- f. Endorsement No. 4 (30 days' notice) listed above is the only endorsement required to be made a part of the Workers' Compensation and Employers' Liability policy.
- g. City requests, but does not require, that Permittee include the above referenced endorsements in any Commercial General Liability policy that Permittee may have.

5. **Schedule Auto.** For "Scheduled Auto" type of coverage, Permittee's insurance company must send a list of vehicles covered under the policy prior to the commencement of operation and must send revised list of vehicles covered under the policy within 30 days of any change in the list of covered vehicles.

6. **Proof of Coverage.** Copies of all the required endorsements shall be attached to the Certificate of Insurance which shall be provided by Permittee's insurance company or companies as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to the City of San Jose, Risk Manager, 140 Asbury Street, Suite B, San Jose, California 95110.

7. **Review of Coverage.** These insurance requirements shall be subject to annual review by the Risk Manager. If the Risk Manager should require any change in coverage, any such change shall be noticed in writing by City to Permittee and Permittee shall comply with the notice of change within thirty (30) days of the date of receipt of this notice.

8. **Acceptability of Insurance.** Insurance is to be placed with insurers acceptable to the City's Risk Manager.

9. **Waiver of Subrogation.** City and Permittee hereby mutually agree that so long as their respective insurance carriers concur, any fire and extended coverage insurance policies carried on properties which are the subject of this Permit shall include a waiver of subrogation against the other party hereto, provided that such agreement applies only to subsequent loss.