

Exhibit 9:**Sample Insurance Requirements for Airport, Airport Operations and FBOs*****Insurance***

Vendor/Contractor/Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied to the Entity and shall include their agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Pollution Legal Liability and Remediation, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. For fixed-based operators (FBO's), flight schools, and/or flying clubs located at the airport:
1. **Airport Liability Insurance**-on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1/2/3/4/5,000,000 per occurrence, including owned and non-owned aircraft coverage.
- B. For aero-nautical and non-aeronautical businesses located at the airport:
1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
 3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Pollution Legal Liability and Remediation** and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.
 5. **Hangerkeepers Liability**- with a limit not less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate.

C. If the contract is with any Vendor/Contractor/Operator that may provide IT services or software or that might involve the retention of private, non-public information about third parties then add:

1. **Cyber Liability Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor/Contractor/Operator in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

D. If the contract is with a Tenant or General Lessee, then add:

1. **Property Insurance**- Tenant/Lessee shall maintain not less than \$1,000,000 Fire Legal liability on all real property being leased, including improvements and betterments owned by the CLIENT, and shall name the CLIENT as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an “all risks” basis, excluding earthquake and flood. The contract shall insure for not less than (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name CLIENT as an additional insured.
2. **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 (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.

If the Vendor/Contractor/Operator maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor/Contractor/Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Vendor/Contractor/Operator shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor/Contractor/Operator shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The General Liability, Automobile Liability, Pollution Legal Liability and Remediation, policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor/Operator including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project or use of facilities, **the (Contractor / Vendor / Operator's) insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor/Contractor/Operator insurance and shall not contribute with it.
3. Each insurance policy required shall provide that coverage shall not be canceled, except with notice to the Entity.

The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Vendor/Contractor/Operator pursuant to the contract. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

If the Airport Liability, General Liability, Pollution Legal Liability and Remediation policy and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Pollution Legal Liability and Remediation, Cyber Liability and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Vendor/Contractor/Operator shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work or use commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Waiver of Subrogation

Vendor/Contractor/Operator hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator by virtue of the payment of any loss. Vendor/Contractor/Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor/Contractor/Operator, its employees, agents, and subcontractors.

Subcontractors

Vendor/Contractor/Operator shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor/Contractor/Operator shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Glossary of Terms

Aviation (Aircraft) Liability: Aviation Liability Insurance is an insurance contract which insures the owner of an aircraft against loss sustained on account of having to pay damages for injuries to persons or property inflicted by or in the operation of such aircraft.

Aviation (Aircraft) Liability Requirements: Minimum requirements vary by state however most states do not have a statutory or regulatory requirements.