

STANDARD INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION:

Contractor shall defend, indemnify and hold harmless First 5 Imperial (hereinafter Commission) its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor, its officers, agents, employees, volunteers or other independent Subcontractors or Sub grantees directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting solely from the negligence or willful misconduct of the Commission.

Commission shall defend, indemnify and hold harmless Contractor, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Commission, its officers, agents, employees, volunteers directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of Contractor.

With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the joint or concurrent negligence of Contractor and the Commission, each party shall assume responsibility in proportion to the degree of its respective fault as determined by the arbitrator.

INSURANCE PROVISIONS:

Without limiting the Contractor's indemnification of the Commission, Contractor shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are companies authorized to do business in the State of California. All other insurers require the prior approval of the Commission. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. In the event that the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance. Upon written request by the Commission, Contractor shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the Commission. The Worker's Compensation (state requirement) is statutory and must include \$1,000,000, in Employers Liability. In the event Contractor is self-insured, it shall furnish a copy of

Exhibit D (continued)

Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the Commission certifying that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of Contractor and shall include contractual liability coverage for this Agreement between Commission and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Commission, their officers, employees, and agents shall be named as an Additional Insured on any policy. A copy of the endorsement evidencing that the Commission has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The limit of comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability must be in the amount of \$1,000,000. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision in the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the Commission has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the Commission shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

_____ By initialing in the space provided, the Prospective Contractor warrants that the services to be provided under this Agreement do not require the use of any vehicle by the Prospective Contractor.

Contractor shall submit to the office of the designated Commission representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated Commission representative as a condition precedent to any payment by Commission under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the Contractor.