

Moulton Niguel Water Communication Facilities License Program Policy and Procedures for Communication Facilities Licenses within Moulton Niguel Water District Properties, March 2012

Section 12. Insurance. Licensee agrees to maintain in full force and effect a suitable policy or policies of Commercial General Liability insurance throughout the duration of the license. Such insurance shall be in amounts not less than \$5,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Communications Facility and Site (with the ISO CG 2501 or insurer's equivalent endorsement provided to District), or the general aggregate limit shall be twice the required occurrence limit of \$5,000,000. Coverage shall be broad enough to insure the indemnity obligation set forth in this license under Section 13. Licensee also agrees to maintain in full force and effect Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos; and, workers' compensation insurance and employer's liability insurance with respect to all employees, if any, engaged in the performance of work on the Site. Coverage must include a waiver of subrogation endorsement in favor of District.

All insurance required under this lease shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurer to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees, volunteers and consultants, shall be designated as additional named insureds by separate endorsement under the foregoing policies. Concurrently with the execution of this License Agreement and prior to installing the Communications Facility or any portion thereof on the Site, Licensee will provide District with a certificate(s) verifying such insurance and the terms described herein, as well as the additional insured and/or other specified endorsement(s), and shall provide proof of continuing insurance as required herein on an annual basis thereafter in conjunction with payment of the annual license fee. Licensee shall ensure, in accordance with the Program, that its contractors performing any installation of the Communications Facility, including modifications to the facility as applicable or other work on the Site, will provide insurance that satisfies the same terms and conditions set forth in this Section 12, in accordance with the Program, and shall ensure that all insurance certificates and endorsements are provided by its contractors.

Section 13. Indemnification. Licensee shall be responsible, and District shall not be answerable or accountable in any manner, for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of Licensee, its agents, officers, employees, or invitees (collectively with Licensee referred to in this Section 13 as "Licensee") resulting from Licensee's activities on the Site or on and over the Access Easement, the design or installation of the Communications Facility and any related equipment, including but not limited to razor ribbon, the operation, maintenance or removal of its Communications Facility, any harmful interference caused by Licensee which interferes with the ability of the Prior Users to operate their communications equipment in accordance with the terms of the Prior Use Agreements, and, any other use of and operations on the Site or the Access Easement by Licensee, or otherwise pursuant to this license.

To the fullest extent permitted by law, Licensee shall indemnify and defend District and its directors, officers, agents, employees, volunteers, and invitees (collectively with District referred to as "District" in this Section 13) against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, attorneys fees, obligations or liabilities, including but not limited to liability associated with existence and maintenance of razor ribbon, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with (i) Licensee's activities on the Site or on and over the Access Easement; (ii) any breach or default

in the performance of any obligation on Licensee's part to be performed under this license; (iii) the design or installation of the Communications Facility and any related equipment; (iv) the operation, maintenance, or removal of the Communications Facility; (v) any harmful interference caused by Licensee which interferes with the ability of the Prior Users to operate their communications equipment in accordance with the terms of the Prior Use Agreements; and (vi) any other use of and operations on the Site or the Access Easement, or pursuant to this license, by Licensee, whether or not there is concurrent passive negligence on the part of District, and in connection therewith:

- (a) Licensee shall defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith, using counsel satisfactory to District.
- (b) Licensee shall promptly pay any judgment rendered against Licensee or District covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the Site by Licensee, and agrees to save and hold District harmless therefrom.
- (c) In the event District is made a party to any action or proceeding filed or prosecuted against Licensee for such damages or other claims arising out of Licensee's use of and operations on the Site, Licensee agrees to pay District any and all costs and expenses incurred by District in such action or proceeding together with reasonable attorneys' fees.
- (d) Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Licensee or District.

Licensee's indemnification obligation hereunder and the provisions of this Section 13 shall survive any termination, revocation, expiration, or assignment of this License.