

REQUIRED INSURANCE

A. General Requirements

1. Permittee and its subcontractors shall not commence operations under this Permit until Permittee and its subcontractors have obtained the required insurance and Certificates of Insurance are received and reviewed by the City indicating required coverage. If the coverage period ends during the Term of this Permit, Permittee and its subcontractors must, prior to the end of the coverage period, forward a new Certificate of Insurance to the City as verification of continuing coverage for the duration of this Permit.
2. Approval of insurance by the City and the required minimums shall not relieve or decrease the liability of responsibility of the Permittee hereunder and shall not be construed to be a limitation of liability on the part of the Permittee.
3. Permittee's, and if applicable, all subcontractor's insurance coverages shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Companies with A.M. Best ratings of A- or better, if required, shall write hazardous materials insurance.
4. Permittee will not engage in operations or store any property at the Airport that will cause an increase in the premium rate paid by the Airport for insurance or that will cause and increase in the premiums paid for insurance by other Airport tenants, unless Permittee pays the entire amount of such increase or increases. Further, Permittee will not engage in any operations or store any property at the Airport which would make void or voidable any such insurance policies. Permittee shall comply with all recommendations from its insurance carrier so long as they do not conflict with anything in this Exhibit D or the Permit.
5. All endorsements, waivers, and notices of cancellation endorsements, as well as Certificates of Insurance naming the City as additional insured shall indicate:

City of Austin, Texas
Department of Aviation
Attn: Airport Property Manager
3600 Presidential Blvd., Suite 411
Austin, Texas 78719

6. The “other” insurance clause shall not apply to the City where the City is shown as additional insured on any policy. It is intended that policies required in this Permit, covering both the City and the Permittee, shall be considered primary coverage as applicable.
7. If insurance policies are not written for the amounts specified in this Exhibit, Permittee shall carry Umbrella or Excess Liability Insurance for any differences in the amounts specified. If Umbrella or Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
8. The City shall be entitled, upon request and without expense, to inspect at the Airport certified copies of policies and endorsements thereto; provided that Permittee may redact from the policies information regarding premiums paid by Permittee. Should Permittee desire to have certified copies of policies and endorsements inspected at a location other than the Airport then Permittee shall pay for all costs incurred by the City on account of such inspection.
9. The City reserves the right to review the insurance requirements set forth during the Term of this Permit and to request reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of Permittee’s industry or the financial condition of the insurance company as well as the Permittee, or changes in City and/or Airport policies related to insurance requirements. Permittee shall provide the City with updated Certificates of Insurance within thirty (30) days of any changes required by the City.
10. Permittee shall not cause or permit any insurance to lapse or be cancelled during the Term of this Permit.
11. Permittee shall pay all premiums, deductibles and self-insured retention’s, if any, stated in the policies.

B. Specific Requirements

1. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and a minimum \$500,000 coverage for Products/Completed Operations Liability. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under this Permit and all contracts relative to this Permit;

- b. Independent Contractors coverage;
 - c. Medical Expense coverage with a limit of \$10,000 any one person;
 - d. Additional Insured in favor of the City of Austin, form CG 2010 or equivalent coverage; and
 - e. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of the Austin, form CG 0205 or equivalent coverage; and
 - f. Waiver of Transfer of Right of Recovery Against Others in favor of the City of Austin, form CG 2404 or equivalent coverage.
2. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 for bodily injury and property damage. The policy shall contain the following provisions:
- a. Additional Insured in favor of the City of Austin, form CA 2048 or equivalent coverage; and
 - b. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form CA 0244 or equivalent coverage, and
 - c. Waiver of Transfer of Right of Recovery in favor of the City of Austin, form CA 0444 or equivalent coverage.