

**Please note that the successful respondent would be expected to comply with liability and insurance requirements substantially consistent with these provisions**

1. LIABILITY AND INSURANCE PROVISIONS

- 1.1. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said premises, shall be and remain at the sole risk of the Tenant, and Board shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The Board shall not be liable for any personal injury to the Tenant (including its employees, business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the premises.
- 1.2. HAZARDOUS CONDITION: Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall promptly pay (or, if Board (being under no obligation to do so) initially pays such amounts, reimburse Board) for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Board agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.
- 1.3. INSURANCE REQUIREMENTS: The Tenant shall, During the Lease Term provide the following:
  - 3.1.1. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Tenant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 3.1.2. The Tenant agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate, to protect the Tenant, its sub Tenants, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.
  - 3.1.3. The Tenant agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Tenant. In addition, all mobile equipment used by the Tenant in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
  - 3.1.4. "Special Peril" Property Insurance on buildings and personal property in an amount not less than the full insurable replacement value of such buildings and personal

property, with a maximum deductible is \$10,000. Property insurance will include Business Interruption coverage for not less than the equivalent of twelve (12) month's rental.

- 3.1.5. Liability insurance may be arranged by policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 3.1.6. The Tenant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- 3.1.7. Compliance by the Tenant and all sub Tenants with the foregoing requirements as to carrying insurance shall not relieve the Tenant and all sub Tenants of their liabilities provisions of the contract.
- 3.1.8. If the Tenant fails to maintain the required insurance the Board may, but does not have to, maintain the insurance at Tenant's expense plus an additional 15% administrative charge payable to the County. The policy shall expressly provide that it is not subject to invalidation of the Board's interest by reason of any act or omission on the part of Tenant

#### 1.4. PROOF OF INSURANCE COVERAGE

- 4.1.1. The Tenant will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- 4.1.2. The Tenant will secure and maintain all insurance certificates of its sub Tenants, which shall be made available to the County on demand.
- 4.1.3. The Tenant will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Tenant's insurance agent or representative.
- 4.1.4. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 60 day written notice to the County. The Tenant shall furnish a new certificate prior to any change or cancellation date. The failure of the Tenant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 4.1.5. The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

1.5. INDEMNIFICATION: The Tenant hereby agrees to indemnify and hold harmless the Board of Supervisors, Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits including reasonable attorney fees, and the cost of appeals arising out of any claims or suits, because of the Tenant, including sub-Tenants, their agents, servants, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the premises.

1.6. WAIVER OF SUBROGATION: All insurance policies shall contain a waiver of subrogation on behalf of the County as noted hereunder to waive the insurer's rights of recovery to

include the Employers Liability portion of the Workers Compensation/Employers Liability coverage.