UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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SANTA BARBARA 🔹 SANTA CRUZ

CNSI Incubator Space Lease Insurance Requirements

Insurance Requirements for the CNSI Incubator Lease Agreement as detailed in Section 13.2 are as follows:

13.2 **Tenant's Insurance.** Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

a. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- 1. Each Occurrence \$ <u>1,000,000</u>
- 2. Products/Completed Operations Aggregate \$ N/A
- 3. Personal and Advertising Injury \$ 1,000,000
- 4. General Aggregate \$ 2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Lease. The insurance shall have a retroactive date of placement prior to or coinciding with the Lease Commencement Date.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

c. Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

d. Workers' Compensation as required by California law.

e. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and Landlord against other insurable risks relating to performance.

f. The coverages referred to under a. and b. of this section shall include Landlord as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, partners, agents, employees, contractors, and invitees. Tenant, upon the execution of this Lease, shall furnish Landlord with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for advance written notice to Landlord of any material modification, change or cancellation of any of the above insurance coverages and ten (10) days advance written notice for non-payment of premium. The coverages required herein shall not limit the liability of Tenant.

Note: The **Regents of the University of California** must be named additional insured under the General & Business Auto Liability policy.

Certificate Holder: UC Santa Barbara Procurement Services SAASB 3203 Santa Barbara, CA 93106-1150