

insurance maintained by the City, its officials, employees or volunteers will be in excess of FRANCHISEE's insurance and will not contribute with it.

- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that FRANCHISEE's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. FRANCHISEE shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. Acceptability of Insurance. Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Agreement.

9. Verification of Coverage.

- A. FRANCHISEE shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. FRANCHISEE shall send all insurance certificates and endorsements, including policy renewals, during the term of this Agreement directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- D. The City may withdraw its offer of Agreement or cancel this Agreement if the certificates of insurance and endorsements required have not been provided before execution of this Agreement. The City may withhold payments to FRANCHISEE and/or cancel the Agreement if the insurance is canceled or FRANCHISEE otherwise ceases to be insured as required herein.

10. Subcontractor Insurance Coverage. FRANCHISEE shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.