



March Inland Port Aviation Insurance

MINIMUM COVERAGES AND LIMITS FOR TENANTS

Effective 01/09

A. WITH RESPECT TO FIXED BASE OPERATORS (i.e. rental and instruction, charter operators (other than air ambulance operations), repair facilities, paint shops, sales demo operations, etc.):

OWNED AND NON-OWNED AIRCRAFT LIABILITY – Combined single limit bodily injury and property damage \$ 1 million each occurrence, with passengers limited to \$100,000 each person (if the fixed base operator has any owned and/or leased aircraft).

AIRPORT PREMISES LIABILITY – Combined single limit bodily injury and property damage \$1 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETED OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$1 million each occurrence and in the annual aggregate, with bodily injury limited to \$100,000 each person. Covering any and all product/completed operations hazards in which tenant is involved (i.e., sale of fuel, sale of used and/or new aircraft, repairs and service, aircraft cleaning/detailing, avionics repairs and services, aircraft/avionics parts sold over the counter, sale of food and/or beverages, cargo loading/unloading, baggage loading/unloading, etc.)

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicles on any airport airside locations.

GROUND HANGARKEEPERS LEGAL LIABILITY – Minimum limit of \$250,000 each aircraft/\$500,000 each occurrence, with a maximum deductible of \$10,000 each and every loss. This is required if the tenant is directly hangaring or tying down or fueling any aircraft which are owned by individuals and/or entities other than the operator.

INDEPENDENT CONTRACTORS LIABILITY – \$1 million each occurrence.

CARGO LEGAL LIABILITY – Minimum limit of \$100,000 each occurrence, subject to a maximum deductible of \$2,500 each and every loss. This is required if the tenant is storing or loading or unloading cargo.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicles on any airport airside locations.

WORKERS COMPENSATION

POLLUTION LIABILITY - \$1 million each occurrence. This is required if the operator is selling fuel and/or storing fuel and/or performing aircraft repairs and service and/or cleaning aircraft and/or painting aircraft and/or performing de-icing operations.

FIRE LEGAL LIABILITY - \$100,000 each occurrence. This is required if the tenant is leasing a building.

B. WITH RESPECT TO CONCESSIONAIRES AND CONTRACTORS:

PREMISES LIABILITY – Combined single limit bodily injury and property damage \$5 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETED OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$ 5 million each occurrence and in the annual aggregate. Covering any and all products/completed operations hazards in which tenant is involved.

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicles on any airport airside locations.

INDEPENDENT CONTRACTORS LIABILITY – \$5 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence. This is required if tenant is permitted to drive vehicle on any airside locations.

WORKERS COMPENSATION INSURANCE

POLLUTION LIABILITY - \$1 million each occurrence (if applicable).

FIRE LEGAL LIABILITY - \$100,000 each occurrence.

C. WITH RESPECT TO HANGAR TENANTS:

OWNED AIRCRAFT LIABILITY – Combined single limit bodily injury and property damage \$1 million each occurrence, with passengers limited to \$100,000 each person.

AIRPORT PREMISES LIABILITY – Combined single limit bodily injury and property damage and \$1 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETED OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$ 1 million each occurrence and in the annual aggregate, with bodily injury limited to \$100,000 each person. Covering any and all product/completed operations hazards in which tenant is involved (including, but not limited to, aircraft maintenance, fueling, aircraft repairs, sales, etc).

OWNED AUTOMOBILE LIABILITY – \$1 million each occurrence.

GROUND HANGARKEEPERS LEGAL LIABILITY – \$100,000 each occurrence, with a maximum deductible of \$5,000 each and every loss. This is required, if the owner

has any aircraft of others in their care, custody and/or control (such as storing a friend's aircraft, etc.)

INDEPENDENT CONTRACTORS LIABILITY – \$1 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence.

POLLUTION LIABILITY - \$1 million each occurrence (if the owner is storing and/or pumping any fuel.)

FIRE LEGAL LIABILITY - \$100,000 each occurrence.

D. WITH RESPECT TO AIRLINE/COMMUTERS:

OWNED AND NON-OWNED AIRCRAFT LIABILITY - Combined single limit bodily injury and property damage \$100 million each occurrence, including passengers. Coverage should include baggage legal liability (including loading and unloading), cargo legal liability (including loading and unloading), and mail legal liability.

AIRPORT PREMISES LIABILITY – Combined single limit bodily injury and property damage \$100 million each occurrence. Premises liability must include liability arising from or out or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

PRODUCTS/COMPLETE OPERATIONS LIABILITY – Combined single limit bodily injury and property damage \$ 100 million each occurrence and in the annual aggregate covering any and all products/completed operations hazards in which tenant is involved.

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$10 million each occurrence.

INDEPENDENT CONTRACTORS LIABILITY – \$ 100 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$10 million each occurrence.

WORKERS COMPENSATION INSURANCE, INCLUDING EMPLOYERS LIABILITY

POLLUTION LIABILITY - \$10 million each occurrence.

FIRE LEGAL LIABILITY - \$1,000,000 each occurrence. This is required if the operator is leasing a building.

E. WITH RESPECT TO AIR AMBULANCE OPERATORS:

OWNED AND NON-OWNED AIRCRAFT LIABILITY – Combined single limit bodily injury and property damage \$ 5 million each occurrence (including passengers.)

PREMISES GENERAL LIABILITY – Combined single limit bodily injury and property damage \$5 million each occurrence. Premises liability must include liability arising from or out of or otherwise related to, the ownership, maintenance, use and/or operation of mobile equipment while on airport property.

OWNED AND/OR LEASED AUTOMOBILE LIABILITY – \$1 million each occurrence.

INDEPENDENT CONTRACTORS LIABILITY – \$1 million each occurrence.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY – \$1 million each occurrence.

WORKERS COMPENSATION INSURANCE

POLLUTION LIABILITY - \$1 million each occurrence. This is required, if the operator is selling fuel and/or storing fuel.

FIRE LEGAL LIABILITY - \$100,000 each occurrence. This is required if the operator is leasing a building.

PERSONAL INJURY LIABILITY – \$5 million each occurrence and in the annual aggregate.

BROAD FORM CONTRACTUAL LIABILITY – \$5 million each occurrence and in the annual aggregate.

MEDICAL MALPRACTICE LIABILITY – \$5 million each occurrence and in the annual aggregate.

EMPLOYERS LIABILITY – limit of \$1 million.

ADDITIONAL REQUIREMENTS FOR POLICIES MAINTAINED BY AIR AMBULANCE OPERATORS:

The policy shall insure the March Inland Port Airport Authority, its elected and appointed officials, officers, employees, representatives and agents (the “Authority”), against any and all liability, claims, loss, damage or expenses arising from or related to the tenant’s occupation or use of the premises, or the acts, omissions or negligence in whole or part of the tenant, their contractors, sub-contractors, licensees, agents, servants, employees, invitees or visitors.

The Tenant shall provide a waiver of subrogation with respect to all physical damage policies including but not limited to aircraft and any automobile policies, in favor of the March Inland Airport Authority, its elected and appointed officials, officers, employees, representatives and agents (the “Authority”).¹

¹ The reason for this requirement is primarily due to the high costs of medical equipment attached to the air ambulance aircraft.

F. REQUIREMENTS FOR ALL INSURANCE POLICIES

1. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval.
2. Failure of the tenant/operator to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve tenant from any responsibility to carry the required types and amounts of insurance.
3. All required insurance policies shall be written by a company with a current A.M. Best's rating of "A Minus or Better," or by such other company consented to in writing by the Authority.
4. All required insurance policies (with the exception of workers compensation and fire legal liability), and all renewals thereof, shall be endorsed to provide the following:
 - (a) Additional Insured. The Authority shall be an additional insured with regard to liability and defense of suits or claims.
 - (b) Primary and Non-Contributing. The required insurance policy shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority shall not contribute with this primary insurance.
 - (c) Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non payment of premium.

G. AUTHORITY DISCLAIMER OF LIABILITY

The Authority expressly disclaims any and all liability for any and all loss or damage to the aircraft and/or vehicles and/or personal possessions of the tenant/operator or for aircraft/vehicles/personal possessions of others which are in the care, custody and control of the tenant/operator (including, but not limited to, the loss of use and including diminishment of value thereof). Authority shall not be required to carry insurance on any of tenants'/operators' personal property and shall not be obligated to repair any damage to tenant/operators property or to replace in whole or part any of tenants'/operators' property.

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