

Project: Miramar Beach Public Swim  
Platform  
APN: N/A  
Agent: JKL

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made by and between

COUNTY OF SANTA BARBARA, a political  
subdivision of the State of California (“COUNTY”),  
and

MIRAMAR ACQUISITION CO., LLC, a California  
Limited Liability Corporation, (“LICENSEE”),  
with reference to the following:

**WHEREAS**, COUNTY has entered into Lease No. PRC 7082 with the California State Lands Commission (hereinafter “Lease”); and

**WHEREAS**, the Lease allows COUNTY to designate a special use area at Miramar Beach with seasonal placement of swim buoys between May 1 and October 15 each Summer; and

**WHEREAS**, LICENSEE desires to provide for public recreation at Miramar Beach by installing, operating, and maintaining a floating public swim platform within the COUNTY special use area at Miramar Beach as described by the Lease; and

**WHEREAS**, COUNTY and LICENSEE have mutual interest in the placement of the public swim platform at Miramar Beach for recreation purposes; and

**NOW, THEREFORE**, in consideration of the provisions, covenants, and conditions contained herein, COUNTY and LICENSEE agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Community Services Department or Director’s designee (hereinafter “Director”), and for LICENSEE by its officers or its officers’ designee.
2. **LICENSED AREA**: COUNTY hereby grants to LICENSEE a personal, revocable, non-exclusive, and non-assignable right to use of a portion of the special use area at Miramar Beach as shown on Exhibit “A” attached hereto and incorporated herein by reference (hereinafter “Licensed Area”). LICENSEE’s use of the Licensed Area shall be subject to the terms herein.
3. **PURPOSE AND USE**: LICENSEE shall use the Licensed Area for the purpose of providing a no cost, non-commercial, and public swim platform for recreational uses between May

1 and October 15 each Summer during the term of this Agreement. LICENSEE shall not use the Licensed Area for any other purposes without the express written consent of COUNTY.

4. **TERM:** The term of this Agreement shall be for a period of approximately ten (10) years, commencing upon May 1, 2024, and expiring on April 30, 2034, unless otherwise terminated sooner.

5. **OPTIONS TO EXTEND:** Provided LICENSEE is in compliance with all terms and conditions of this Agreement, COUNTY, in its sole discretion, may renew this Agreement for two (2) additional terms of five (5) years on the same terms and conditions contained herein, unless either party provides written notice of termination to the other at least thirty (30) days prior to the expiration of the then current term. Any extension is subject to all applicable County State Lands Commission Agreements and California Coastal Commission Coastal Development Permits. Extension periods are set forth as follows:

- Extension One: May 1, 2034 through April 30, 2039 and
- Extension Two: May 1, 2039 through April 30, 2044.

6. **RENT:** As consideration for the rights and privileges granted by this Agreement, LICENSEE shall provide use of the Licensed Area and the swim platform improvements as a no cost public use and benefit.

7. **ACCESS TO PREMISES:** LICENSEE shall permit COUNTY and its authorized agents, employees, and independent contractors to enter onto the Licensed Area at all reasonable times for the purpose of inspecting the Licensed Area or the swim platform to determine whether LICENSEE is complying with the terms of this Agreement, for the purpose of performing other lawful acts that may be necessary to protect the COUNTY'S interest in said Licensed Area and swim platform, and for the purpose of performing any duties and obligations on COUNTY'S part under this Agreement.

Any act of LICENSEE or any of its agents, employees, volunteers, independent contractors, invitees, or guests that prevents, interferes, restricts, or limits any member of the public's use of, enjoyment of, or access to any portion of the Licensed Area shall constitute an immediate default and breach of this Agreement with no cure period that might otherwise be available under Section 15, and this Agreement shall be subject to immediate termination at the sole discretion of COUNTY. For the avoidance of doubt, no act of LICENSEE or any of its agents, employees, volunteers, independent contractors, invitees, or guests that is permitted pursuant to LICENSEE's private property rights or entitlements or governmental approvals related to that certain real property owned and operated by LICENSEE adjacent to Miramar Beach, commonly known as Rosewood Miramar Beach Resort (the "Resort Property") shall be deemed to be in violation of this Agreement, and nothing in this Agreement shall be construed to limit LICENSEE's private property rights with respect to Resort Property or otherwise modify the entitlements or governmental approvals related thereto.

8. **UTILITY CHARGES AND JANITORIAL SERVICES:** LICENSOR shall pay for all utilities and janitorial services, including gas, electricity, water, sewer, garbage, telephone, and internet charges.

9. **SITE SUITABILITY AND ACCEPTANCE OF PREMISES:** COUNTY is currently using the Licensed Area. LICENSEE has determined that it is suitable for LICENSEE's intended use. LICENSEE hereby accepts the Licensed Area in its existing condition and acknowledges that COUNTY makes no representations or warranties about said condition or the suitability of same for the intended use by LICENSEE.

10. **MAINTENANCE AND REPAIR:** LICENSEE is responsible for all maintenance and repairs to the Licensed Area. COUNTY is not obligated to repair existing defects, if any, in the Licensed Area except as may be necessary to maintain the Licensed Area in a safe and habitable condition. LICENSEE shall return the Licensed Area to its original condition and arrangement after termination of this Agreement. COUNTY is not responsible for any maintenance or repair.

11. **SIGNS:** LICENSEE may place reasonable signage on the Licensed Area subject to COUNTY prior written approval, at LICENSEE's sole cost and expense, provided such signage complies with all applicable State Lands Commission, Coastal Commission, and County requirements. LICENSEE shall remove all signage at its sole cost and expense upon termination of this Agreement.

12. **ASSIGNMENT / SUBLICENSE:** LICENSEE shall not assign, license, or sublicense the Licensed Area or any part thereof or any right or privilege appurtenant thereto. Any attempt to assign, license, or sublicense LICENSEE's rights under this Agreement shall be void and without legal effect and a material breach of this Agreement and grounds for termination. LICENSEE's use of any portion of the Licensed Area for commercial purposes; conducting a business, whether for profit, or otherwise; or any subleasing, rental, or any transaction whereby LICENSEE directly or indirectly receives compensation or remuneration from a third party in exchange for use of any portion of the Licensed Area shall constitute an immediate default and breach of this Agreement with no cure period that might otherwise be available under Section 15, and this Agreement shall be subject to immediate termination at the sole discretion of COUNTY.

13. **ABANDONMENT:** LICENSEE shall not abandon, vacate, or surrender its use of the Licensed Area at any time during the term of this Agreement. If LICENSEE does abandon, vacate, or surrender use of the Licensed Area, this Agreement and all of LICENSEE's rights thereto shall, at the sole discretion of COUNTY, terminate after notice and the right to cure has been provided as set forth in Section 15, DEFAULT and Section 16, REMEDIES.

14. **REMOVAL OF PROPERTY:** LICENSEE shall remove all personal property from the Licensed Area upon termination, abandonment, vacation, or surrender pursuant to this Agreement. Any property belonging to LICENSEE left in the Licensed Area more than thirty (30) days after such time shall at the sole discretion of COUNTY be deemed abandoned and/or title to such shall pass to COUNTY.

15. **DEFAULT:** Except as provided in Sections 7, 12, and 28, or as otherwise required herein, should either party at any time be in default hereunder with respect to any material term, covenant, condition, or reservation contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default, and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period

of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

16. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including, but not limited to, the following:

- A. The non-defaulting party may waive the default or breach in accordance with Section 17, WAIVER, herein below.
- B. Where COUNTY is the non-defaulting party, COUNTY may terminate this Agreement, and LICENSEE must surrender use of the Licensed Area within seven (7) days of written notice from COUNTY.

17. **WAIVER:** It is understood and agreed that any waiver of any term of this Agreement or of any default or breach of this Agreement shall not be deemed to be a waiver of any continuing or subsequent default or breach of any other provision of this Agreement. Waivers of provisions of this Agreement must be in writing and signed by that party's respective designee under Section 1, ADMINISTRATION AND ENFORCEMENT, of this Agreement.

18. **DESTRUCTION:** If the Licensed Area is partially or totally destroyed by fire or other casualty, this Agreement shall, at the option of either party, terminate.

19. **TERMINATION:** This Agreement shall terminate, all rights of LICENSEE hereunder shall cease, and LICENSEE shall quietly and peacefully vacate the Licensed Area if either party exercises its rights to terminate as provided in Section 5, OPTIONS TO EXTEND, or as follows:

- A. Upon termination of LICENSOR's authorized use of the Licensed Area as set forth in Lease; or
- B. Upon expiration, revocation, surrender, or abandonment of the permits, entitlements, and approvals issued by the California Coastal Commission regarding, concerning, or related to the public swim platform at Miramar Beach; or
- C. As provided in Section 7, ACCESS TO PREMISES; or
- D. As provided in Section 12, ASSIGNMENT / SUBLICENSE; or
- E. Upon abandonment, vacation, or surrender as provided in Section 13, ABANDONMENT; or
- F. Upon the failure of either party to satisfy, observe, or perform any term or condition set forth in this Agreement and the expiration of the cure period as provided in Section 15, DEFAULT; or
- G. As provided in Section 18, DESTRUCTION; or
- H. As provided in Section 28, COMPLIANCE WITH THE LAW; or
- I. Upon delivery of a written thirty (30) day notice of termination without cause by either party.

20. **SURRENDER OF FACILITIES:** Upon termination of this Agreement, LICENSEE shall vacate and surrender possession of, and any claim to, the Licensed Area and shall leave Licensed

Area in good condition, except for ordinary wear and tear.

21. **INDEMNIFICATION AND INSURANCE:** The parties shall comply with the indemnification and insurance provisions as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

22. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by registered or certified mail, to the following:

LICENSEE:           Miramar Acquisition Co., LLC  
                          101 The Grove Drive  
                          Los Angeles, CA 90036  
                          Attention: Legal Department

COUNTY:             Parks Assistant Director  
                          Community Services Department  
                          123 Anapamu Street, 2nd Floor  
                          Santa Barbara, CA 93101

All notices hereunder shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

23. **NON-INTERFERENCE:** LICENSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, invitees, volunteers, agents and/or independent contractors, to use any portion of the Licensed Area in such a way that interferes with COUNTY operations within the Licensed Area. Such interference shall be deemed a material breach, and LICENSEE shall terminate said interference immediately upon notice from COUNTY.

24. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which LICENSEE or COUNTY may be merged.

25. **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS:** LICENSEE shall notify COUNTY immediately, but not later than within 48 hours of learning of such incident, in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive termination of this Agreement.

26. **ENVIRONMENTAL IMPAIRMENT:** The parties shall comply in all material respects with all applicable laws, regulations, ordinances, guidelines, policies, directives, standards, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste

disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by requesting party.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Licensed Area due to LICENSEE's use, activity, or occupancy, LICENSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor.

27. **TOXICS**: The parties shall not manufacture or generate hazardous wastes on, in, or around the Licensed Area. Each party shall be fully responsible for all hazardous wastes, substances, or materials as defined under Federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by either party, its officers, agents, representatives, employees, volunteers, independent contractors, or designees on, in, or around the Licensed Area during the term of this Agreement, and shall comply with and be bound by all applicable provisions of such Federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. In the event of any release or threatened release of any such wastes, substances, or materials, the responsible party, as the case may be, shall immediately notify the other party and the appropriate governmental response agency(ies).

28. **COMPLIANCE WITH THE LAW**: The parties shall comply with all applicable laws, rules, regulations, and ordinances, as may be amended, affecting the Licensed Area or this Agreement now or hereafter in effect.

In addition, the parties shall comply with and be subject to all terms and conditions of the Lease and all permits, entitlements, and approvals issued by the California Coastal Commission regarding, concerning, or related to the public swim platform at Miramar Beach (the "CDPs"). The terms and conditions of the Lease and CDPs are incorporated herein as if they were fully set forth. In the event of any conflict between this Agreement and the Lease or the CDPs, the terms of the Lease or CDPs shall control.

The parties shall also comply with the terms and conditions of the Master Agreement by and between COUNTY and LICENSOR entered into on or about the date hereof and which incorporates this Agreement as an exhibit thereto, and the Operations Plan and Maintenance Agreement by and between COUNTY and LICENSEE and entered into on or about the date hereof with respect to the operation and maintenance obligations related to the swim platform. The terms and conditions of the Master Agreement and the Operations Plan and Maintenance Agreement are incorporated herein as if they were fully set forth. In the event of any conflict between this Agreement and the Master Agreement, the terms of the Master Agreement shall control. In the event of any conflict between this Agreement and the Operations Plan and Maintenance Agreement, the terms of this Agreement shall control.

Violation of any applicable law, rule, regulation, ordinance or any term or condition of the Lease, CDPs, Master Agreement, or Operations Plan and Maintenance Agreement shall constitute an immediate default and breach of this Agreement with no cure period that might otherwise be available under Section 15, and this Agreement shall be subject to immediate termination at the sole discretion of COUNTY.

29. **NONDISCRIMINATION**: The parties shall comply with the laws, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth. Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.
30. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties, and such changes shall be binding upon the successors of the parties.
31. **AGENCY DISCLOSURE**: LICENSEE acknowledges that the Community Services Department, Parks Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for the LICENSEE nor a dual agent in this transaction.
32. **CAPTIONS**: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.
33. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
34. **CERTIFICATION OF SIGNATORY**: The signatories of this Agreement represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind LICENSEE and COUNTY to its terms and conditions or to carry out duties contemplated herein.
35. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
36. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, documents shall not be accepted for recordation by the Clerk-Recorder of the County until such documents bearing original signatures are received by COUNTY.
37. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations, and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

Project: Miramar Beach Public Swim Platform

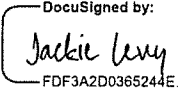
APN: N/A

Agent: JKL

**IN WITNESS WHEREOF**, LICENSEE and COUNTY have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

“LICENSEE”

Miramar Acquisition Co., LLC

By:  \_\_\_\_\_  
DocuSigned by:  
Jackie Levy  
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Date: 1/24/2024 | 5:11 PM PST

Name: Jackie Levy

Title: Chief Financial Officer

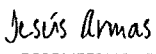


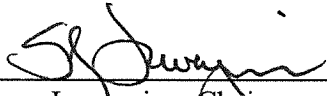
Project: Miramar Beach Public Swim Platform  
APN: N/A  
Folio:  
Agent: JKL

**IN WITNESS WHEREOF**, LICENSOR and COUNTY have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

APPROVED:

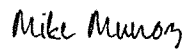
“COUNTY”  
COUNTY OF SANTA BARBARA

DocuSigned by:  
  
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Jesús Armas, Director  
Community Services Department

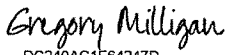
By:   
Steve Lavagnino, Chair  
Board of Supervisors

Date: 1/24/2024 | 8:18 AM PST

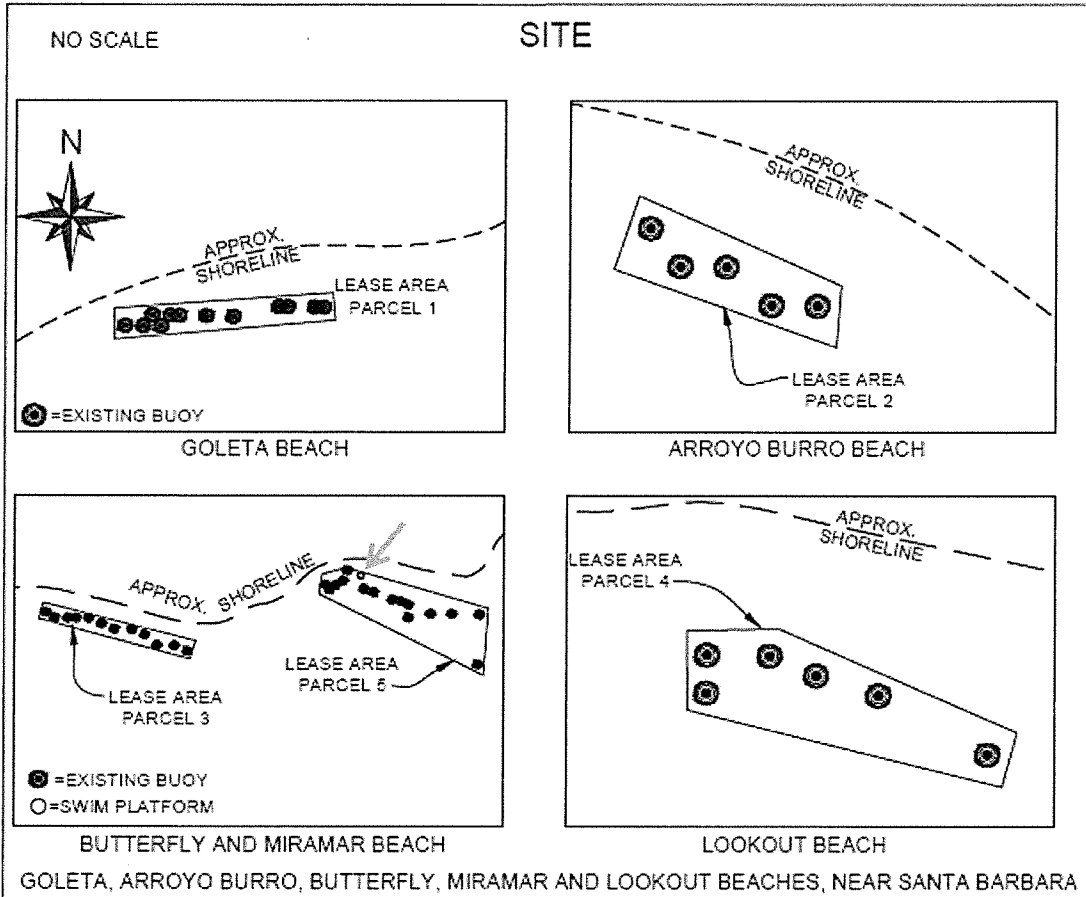
APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
  
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By: Mike Munoz  
Deputy County Counsel

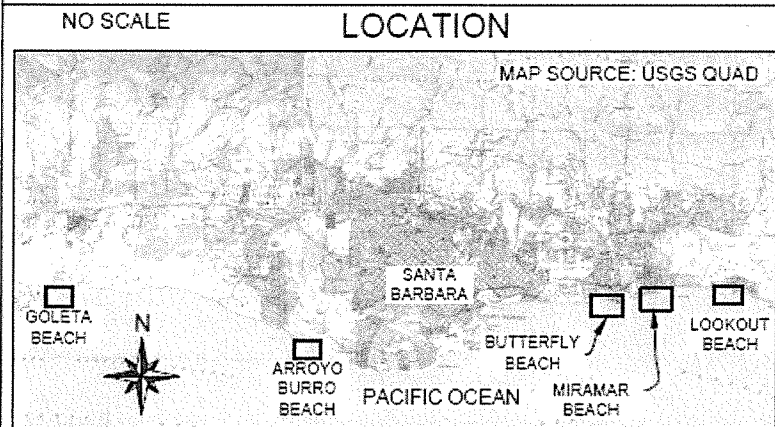
APPROVED:

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By: Gregory Milligan  
Greg Milligan, ARM, AIC  
Risk Manager

**EXHIBIT "A"**  
**Licensed Area**



GOLETA, ARROYO BURRO, BUTTERFLY, MIRAMAR AND LOOKOUT BEACHES, NEAR SANTA BARBARA



THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

**EXHIBIT B**  
LEASE 7082  
COUNTY OF SANTA BARBARA  
COMMUNITY SERVICES  
DEPARTMENT  
GENERAL LEASE -  
PUBLIC AGENCY USE  
SANTA BARBARA COUNTY



**EXHIBIT "B"**  
**Insurance and Indemnification**

1. INDEMNIFICATION

A. LICENSEE shall fully defend, indemnify, and hold COUNTY, the California State Lands Commission, and each of their officers, officials, employees, volunteers, or agents (the "Indemnitees") harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent performance of this Agreement. LICENSEE's duty to indemnify includes the duty to settle claims or pay judgments against the Indemnitees based on damages arising out of LICENSEE's negligent operation of the swim platform. The County has the right to consent to any settlement and such consent will not unreasonably be withheld. The only limitation on this indemnity obligation is that LICENSEE has no obligation to defend the Indemnitees for damages caused by an Indemnitee's sole negligence or willful misconduct.

2. INSURANCE

LICENSEE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the LICENSEE, its agents, representatives, employees, contractors or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LICENSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if LICENSEE provides written verification that it has no employees)***

If the LICENSEE maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, the California State Lands Commission and each of its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy, including any umbrella or excess liability policies, with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts, or equipment furnished in connection with such work or operations related to the swim platform. General liability coverage can be provided in the form of an endorsement to the LICENSEE'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the LICENSEE'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the LICENSEE'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – LICENSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LICENSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – LICENSEE shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE'S obligation to provide them. The LICENSEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – LICENSEE shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and

LICENSEE shall ensure that COUNTY and the California State Lands Commission is an additional insured on insurance required from subcontractors.

**10. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the LICENSEE must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**11. Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.