

EXCLUSIVE AGENCY AGREEMENT

Agreement made as of this ____ day of _____, 2012, (the “Effective Date”) by and between Education Funding Partners, LLC, a Colorado limited liability company, with Agent place of business located at 14062 Denver West Parkway, Bldg. 52, Suite 110, Golden, Colorado 80209 (hereinafter referred to as “Agent”) and Natomas Unified School District with Client’s place of business located at Sacramento, California (hereinafter referred to as “Client”).

WHEREAS, the Agent is in the business of assisting public entities in fundraising and sponsorship through public and private partnerships with third parties which shall include, but are not limited to, sponsorship, advertising and naming placements (hereinafter referred to as “Marketing Rights”) for school districts and their buildings, athletic and other facilities, teams, uniforms, events, publications, websites, and school and district activities (hereinafter “Property”);

WHEREAS, the Client desires to use funds received under this Agreement to augment the funding provided to schools for supplemental education activities such as workshops and other extracurricular activities;

WHEREAS, Client desires to engage Agent as Client’s exclusive Agent for the purpose of negotiating and contracting for certain Marketing Rights for Client’s Property and Agent is willing to accept such engagement, all upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Engagement.** Client hereby retains Agent as its exclusive agent for purposes of negotiating the terms and conditions of new Marketing Rights for the Client’s Properties upon the terms and conditions set forth herein. In addition, Client hereby retains Agent as its exclusive agent for purposes of renewing any Marketing Rights for any Property the consideration for which is equal to or greater than \$5,000 for any single sponsor, at any single school site per school year period. Agent agrees that Client has certain Marketing Rights contracts and obligations to which it is obligated as of the date hereof (“Pre-Existing Contracts”). Parties agree to collaboratively identify such Pre-Existing Contracts and list such Pre-Existing Contracts in writing within 90 days of the Effective Date of the Agreement. Said list shall be provided to the Client in a report entitled “Pre-Existing Contract & Available Inventory Report”. Other than in connection with a renewal of Marketing Rights, as described above and provided for herein, Agent shall not have any obligations with regard to, or rights to receive any compensation described hereunder in connection with, the Pre-Existing Contracts; provided however, that Client and Agent may mutually agree to other management, renewal or other

services to be provided by Agent with regard to any such Pre-Existing Contracts, which agreement shall be documented in a separate writing.

2. Term. The initial term of this Agreement (including any renewals thereof, the “Term”) shall commence on the Effective Date, shall continue in full force and effect for a period of three (3) years thereafter, and, subject to a., b. and c. below, shall conclude on the third anniversary of the Effective Date. Notwithstanding the foregoing sentence:

- a. Marketing Rights Extension/Tail. For any Marketing Rights agreements entered into by Agent on behalf of Client that extend beyond the term of this Agreement, the provisions of this Agreement shall remain in effect with respect to that specific Marketing Rights agreement.
- b. Extension. With notice, in writing no later than 90 days prior to the third anniversary of the Effective Date, the Term of this Agreement may be extended for two (2) additional years, upon mutual consent of the parties. Said extension will be added as addendum to this Agreement in writing signed by both parties that will reflect the new Term.
- c. Renewal - Right of First Negotiation. Provided that this Agreement has not otherwise been terminated, Client agrees, beginning on the date one (1) year prior to the expiration of this Agreement, to negotiate exclusively and in good faith for a period of nine (9) months with Agent regarding an extension or renewal of this Agreement (the "Exclusive Negotiating Period"). Client agrees that, in the event no agreement is reached to renew or extend this Agreement during the Exclusive Negotiating Period, Client shall be free to negotiate with other parties upon the expiration of the Exclusive Negotiating Period.
- d. Early Termination Option. Client may terminate this Agreement at any time after the date that is exactly 18 months after the Effective Date (“Early Termination Date”) in the event that, as of the Early Termination Date, the Client has not entered into Marketing Rights agreements during the term hereof up to that are, in the aggregate, scheduled to provide total gross revenue to Client of at least \$100,000 (one hundred thousand dollars) pursuant to the terms of such Marketing Rights agreement(s). In the event that any consideration for such Marketing Rights is in a form other than cash compensation (exchange of product or otherwise), for the purposes of the preceding sentence, the parties shall mutually in good faith determine the reasonable cash equivalent of such alternate compensation.
- e. Termination due to Default. A material breach of this Agreement or gross negligence, and/or intentional misconduct by either party shall entitle the other party to immediate termination; provided that, in the event of material breach, the non-breaching party written notice of such material breach (including a description of such a breach) and the breaching party shall have a period of 60 days from the date of the notice to cure such a breach, whereupon, if such breach

is not cured, the Agreement shall immediately terminate. No such termination shall extinguish EFP's or Client's rights to monies owed up to the date of termination, including any obligations that survive termination.

3. The Client's Obligations

- a. Materials. The Client shall provide the Agent with instructions and with documentation and information, reasonably needed for the Agent to carry out the scope of the Agreement. Support requested by Agent under this provision shall be delivered by the Client in a timely fashion.
- b. Inventory and Pricing. Within 90 days of the Effective Date of this Agreement, Parties agree to identify and list that Property which shall be available inventory ("Available Inventory"). Such list shall be added to the Pre-Existing Contract & Available Inventory Report referred to in Section 1 above. Such Available Inventory represents Property for which the Agent shall be entitled to exclusively negotiate permanent or temporary Marketing Rights for at or above the pricing model for such Marketing Rights ("Pricing Model"). Such Pricing Model will be added to the Pre-Existing Contract & Available Inventory Report referred to in Section 1 above. Agent shall be entitled to take photographs of all such Available Inventory for use in its promotional materials.
- c. Pre-Approved Sponsors. The companies listed on Exhibit A attached hereto and incorporated herein ("Pre-Approved Sponsors") shall be the approved sponsors for the Client. Agent shall be entitled to negotiate for the sale of Marketing Rights to such Pre-Approved Sponsors without prior approval of Client as described below. Such list may be amended and updated from time to time by mutual written agreement of Client and Agent.
- d. Category Exclusivity. To the extent authorized by law including, but not limited to, Education Code section 35182.5, the Marketing Rights to be sold on the Property may be category exclusive (must not compete with other Client Marketing Rights). Within 90 days of the Effective Date of this Agreement, Client and Agent shall mutually conduct an analysis of the Client's existing Marketing Rights, if any, against the list of Pre-Approved Sponsors to determine if there is any duplicate category sponsors or areas of concern that would prevent the sale of category exclusive Marketing Rights to any Pre-Approved Sponsor. Any such finding of conflicting or potentially conflicting existing Marketing Rights shall be provided to the Client in the Pre-Existing Contract & Available Inventory Report. If Agent proposes to negotiate for the sale of any Marketing Rights to a non Pre-Approved Sponsor, it shall first consult with and seek approval from Client to determine if there are any category exclusivity issues or conflicts with regard to such proposed sale. In addition, parties acknowledge that use of certain of Client's properties, such as school busses and certain publicly financed facilities, may be subject to additional restrictions and Client makes no guarantee that such facilities may be available for the use contemplated herein.

- e. Property Access/Maintenance. Subject to satisfactory completion of any applicable security process of the Client or required by law (to include fingerprinting and badge requirements), Client agrees to allow reasonable access to its Property for Agent, its employees, authorized representatives and contractors to complete all implementation or maintenance work for the Marketing Rights and for periodic inspection thereof, as reasonably requested by Agent. Client also agrees, at its expense, to provide a reasonable level of support to Agent for basic implementation, basic maintenance and upkeep of any sold Marketing Rights by providing reasonable facilities personnel and grounds staff (consistent with that particular person's duties and responsibilities) located at each Marketing Right's location as reasonably requested by Agent. Any project that qualifies as a public project for purposes of the California Public Contract Code must receive advanced written approval from the Client's facilities department and may be subject to approval by the California Division of State Architect. In addition, such public project shall be subject to prevailing wages and section 20110 et seq. of the California Public Contract Code.
- f. Charter Schools. Client agrees to make a reasonable good faith effort to obtain reasonable access to the charter schools located within the Client's boundaries ("Charter Schools") for Marketing Program evaluation and maintenance purposes.
- g. Periodic Reports. To the extent reasonably required and provided it will not be unduly burdensome, Client agrees to complete an annual compliance report on the form supplied by Agent to help ensure all Marketing Rights sold by Agent are intact and in good working order.
- h. Client Proposals. During the Term hereof, Proposals for Marketing Rights for Client's Properties received individually by Client or Client's agents shall be referred to Agent in accordance with Section 1 of this Agreement.
- i. Necessary Approvals. Client shall use its reasonable good faith efforts (to the extent authorized by local, state and federal law) to obtain all necessary approvals and secure all rights to the Property necessary for Agent to perform its obligations hereunder and sell the Marketing Rights.

4. The Agent's Obligations.

- a. Marketing. Agent shall use its commercial best efforts to find qualified third parties interested in purchasing Marketing Rights for Client's Property. Without limiting the foregoing, in performing its obligations under this Agreement, Agent shall engage in an active marketing program and negotiate terms and conditions of the Marketing Rights for the Client's Property in accordance with this Agreement.

- b. Images. Agent agrees that it will not use images that contain students or Client employees in any marketing materials without the express written consent of the Client and such student or such student's parents/guardians or Client employees, whichever is applicable.

- c. Contracting. All contracts for Marketing Rights shall be between Client and the applicable sponsor. Client shall have the right to review and reject, in its sole discretion, any proposed advertising or copy that contains objectionable content for any reason, including, but not limited to, sexually explicit images, adult language or content of the appearance of drugs, alcohol or tobacco. In addition, Client shall have the right to review and reject, in its sole discretion, any proposed advertising or copy for any reason or without reason. Client shall have full discretion to reject any sponsor with or without cause. Agent will use its reasonable good faith efforts to refrain from soliciting business from brands or sponsors that are inconsistent with Client's board policy. Client agrees to use reasonable good faith efforts to assist Agent in negotiating a reasonably acceptable contract with Pre-Approved Sponsors and any other sponsors reasonably acceptable to Client. Once Agent has determined that the proposed Marketing Rights agreement for any sponsor is substantially complete, Agent will present all Marketing Rights proposals to Client for its approval. Client and Agency agree that prior to execution of a Marketing Rights proposal or contract, Client will give Agent written approval of such Marketing Rights proposal. Pursuant to Education Code section 17604, Client's board policy and any other applicable laws and regulations, Agent may not contractually commit to the sale of Marketing Rights unless and until the Client has obtained board approval. Agent hereby agrees that it shall not bind Client in any way in connection with or during the course of negotiations concerning the Marketing Rights of the Client's Property.

5. Relationship of the Parties. The Agent shall perform its services under this Agreement as an independent contractor. Except as expressly provided herein, this Agreement shall not be deemed to create any association, partnership, joint venture, or relationship of Client and agent or employer and employee between the parties hereto or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. The Agent also agrees that it will not hold itself out as a partner, joint venturer, co-Client or employee of the Client by reason of the Agreement. During the term of this Agreement, Agent may accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Client with respect to which the Agent is providing any service pursuant to this Agreement. Parties shall comply with all applicable laws, ordinances, and codes of federal, State and local governments. Agent shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement.

6. Payment and Commissions.

- a. Commissions. For and in consideration of the services to be rendered hereunder, for each Marketing Rights agreement entered into by the Client, Agent shall be entitled to and shall be paid as follows as such amounts are received:
- i. For the first 12 months of the term of a Marketing Rights agreement, a commission equal to 25% (which includes an activation fee of 5%) of the gross amount of payments due for the first 12 months of that term.
 - ii. For the remainder of the term of a Marketing Rights agreement, a commission equal to 20% of the gross amount of payments due for the subsequent months of that term.
 - iii. In a situation where the sale of Marketing Rights was brought about wholly or partially by the efforts of others but ultimately assumed by Agent, Agent shall receive full commission. However, the activation fee described in subsection a(i) above shall be waived when the Client generates a sponsor lead for Agent that Agent turns into a contract with annual sponsorship contributions to Client greater than \$100,000. A lead shall be considered such when Agent is given an introduction to the sponsor prospect by the Client and when the sponsor prospect has expressed written interest in learning more about Agent and Client's sponsorship program. Agent shall also be entitled to a commission even if the Client or Client's agents negotiate the sale of Marketing Rights directly with any entity or individual but Agent ultimately assumes the negotiation and implementation of such an agreement.
- b. Expenses Related to Implementation of Marketing Rights. The direct posting and printing costs of the advertising materials and the third party installation expenses related thereto will be billed to, and paid by, the sponsors unless otherwise agreed to by the Client in the Marketing Rights agreement. Any hard costs related to infrastructure improvements for the Property to enable the display of the advertising materials (e.g., costs of lighting, site preparation, poster frames, holders, etc.) will be billed to, and paid by, the Client if Client agrees to such arrangement in the Marketing Rights agreement.
- c. Payment Agent. All contracts for Marketing Rights for which Agent is entitled to compensation pursuant to the terms hereof shall include a provision that names Agent as the appointed payment agent for all payments due under such Marketing Rights agreements.

- d. Timing of Payments. After receipt of payments due to the Client pursuant to any Marketing Rights agreements, within 45 days thereof, Agent will deduct (i) any amounts due Agent pursuant to subparagraph 6(a) above, and (ii) any Client-approved direct third party expenses described in subparagraph 6(b) above that have not been paid directly by the Client, and then forward (as instructed by the Client) the remaining amount to the Client; provided, however, that Agent may retain up to 20% of such amount to ensure payment of all expenses described in subparagraph 6(b) above if all such expenses have not already been paid in full. All remaining amounts will be paid to the Client within 60 days. Agent shall also, in a timely manner (and in no event less than on an annual basis), deliver a full written accounting to the Client of all amounts received on the Client's behalf and any amounts deducted therefrom.

No commission shall be deemed to be due, earned, or payable to Agent from Client unless and until Agent has received payment from the third party that has purchased the Marketing Rights.

Miscellaneous Provisions

7. Headings; Cross-References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless expressly directed to another agreement or document, shall refer to the provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.
8. Gender and Number. As the context requires, as used in this Agreement, the masculine, feminine and neuter genders, and the singular and the plural, include one another.
9. Severability. If any term or provision of this Agreement, or the application thereof to any entity, person or circumstances, shall to any extent be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid and, if that is not possible, the remainder of this Agreement, or the application of such term or provision to any entity, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid, and be enforced to the fullest extent permitted by law.
10. Assignment. Neither party shall transfer or assign its rights or obligations under this Agreement without the other party's prior written consent.
11. Notice. All notices to be given by either party to the other hereinafter shall be given in writing and shall be deemed to be complete by mailing such notices by certified mail, return receipt requested, to the party at their respective addresses noted above or to such address as may be designated in writing, which notice or change of address shall be given in the same manner.
12. Jurisdiction and Venue. The parties to this Agreement consent to the jurisdiction of all federal and state courts in California, and agree that venue shall be exclusively in Sacramento

California. The rights and obligations of the parties shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of the state of California,

13. Counterparts. This Agreement may be executed in counterparts, with signature of each such counterpart being deemed signature to all such counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14. Waiver. No action other than a notice by one party to the other specifically stating that such notice has the effect of waiver, shall constitute a waiver of any particular breach or default of such other party. No such waiver notice from either party shall waive the other party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any officer, employee, or agent may have of any breach or default of, or noncompliance with, such other term, condition, or provision. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

15. Remedies. All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

16. Attorneys' Fees and Expenses. In the event of a dispute between the parties, the non prevailing party in any ensuing litigation shall pay the reasonable attorneys' fees and expenses of the prevailing party.

17. Surviving Provisions. In the event of a termination of this Agreement for any reason, the parties agree that all representations and warranties made under this Agreement and the indemnification provisions for any claims, demands, causes of action, suits or judgments by third parties or losses, liabilities, costs or expenses which may arise on or before the effective date of termination shall survive termination.

18. Indemnification.

- a. To the fullest extent allowed by law, Client shall defend, indemnify and hold harmless Agent and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Client or its directors, officers agents, employees, volunteers or guests arising from Client's duties and obligations described in this agreement or imposed by law.
- b. To the fullest extent allowed by law, Agent shall defend, indemnify and hold harmless Client and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Agent or its directors, officers agents, employees, volunteers or guests arising

from Agent's duties and obligations described in this agreement or imposed by law.

19. Advice of Counsel/Joint Drafting. Each party has had the opportunity to have advice of legal counsel regarding this Agreement, and fully understands and accepts its terms. This Agreement was fully negotiated and shall be deemed to have been jointly drafted by the parties.

20. Insurance. Agent agrees to comply with the insurance provisions found in Exhibit B which are attached hereto and incorporated herein by reference.

21. Interest in Agreement. Agent covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Agent shall make all disclosures required by the Client's conflict of interest code in accordance with the category designated by the Client, unless the Client determines in writing that Agent's duties are more limited in scope than is warranted by the category designated by the Client code and that a narrower disclosure category should apply. Agent also agrees to make disclosure in compliance with the Client conflict of interest code if, at any time after the execution of this Agreement, Client determines and notifies Agent in writing that Agent's duties under this Agreement warrant greater disclosure by Agent than was originally contemplated. Agent shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Client.

22. Entire Agreement/Exhibits. This Agreement together with the Exhibits hereto constitutes the entire agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto and their respective successors and permitted assigns. The Exhibits hereto shall be updated and revised periodically as required and become a part of this Agreement upon mutual written acknowledgment and agreement with such revised Exhibits. No prior verbal or written agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by both parties in order for the same to be binding upon the parties.

WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed by their duly authorized representative, as of the date last set forth below.

CLIENT:

Natomas Unified School District

By: _____

Name: Walt Hanline

Title: Superintendent

Date: _____

AGENT:

By: Education Funding Partners, LLC

Name: Mickey Freeman

Title: CEO

Date: _____

EXHIBIT A
Pre-Approved Sponsor List

1	AT&T	26	FedEx/Kinko's
2	Verizon	27	UPS
3	Sprint Nextel Corporation	28	OfficeMax
4	Bank of America	29	Staples
5	Wells-Fargo	30	Barnes & Noble
6	Ford Motor Company	31	Borders Books
7	General Motors	32	Foot Locker
8	Goodyear	33	PetSmart
9	Autozone	34	3M
10	Hewlett-Packard	35	General Electric
11	IBM	36	Sony
12	Dell	37	Nike
13	Microsoft	38	Adidas
14	Apple	39	Reebok
15	eBay	40	Levi's
16	Google	41	Gap
17	Yahoo	42	Old Navy
18	Sam's Club	43	Johnson & Johnson
19	Costco	44	Humana
20	Target Corporation	45	Procter & Gamble
21	Walgreens	46	Motorola
22	Rite-Aid	47	Blackberry
23	Sears Holdings Corporation	48	Texas Instruments
24	Home Depot	49	GEICO
25	Lowe's	50	Under Armour

Exhibit B Insurance Provisions

A. Agent shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the Client as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or, in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Agreement and prior to commencement of any work, the Agent shall furnish the Client with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Client. As an alternative to the Client's forms, the Agent's insurer may, subject to the approval of the Client, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Agent agrees to furnish one copy of each required policy to the Client, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the Client shall not relieve or decrease any liability of Agent.

C. In the case of the professional liability insurance required by this Section, the Agent's insurer must provide a complete, certified copy of the policy.

D. In addition to any other remedy the Client may have, if Agent fails to maintain the insurance coverage as required in this Section, the Client may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Client may deduct the cost of such insurance from any amounts due or which may become due Agent under this Agreement.

E. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Client.

F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the Client.

G. Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, you must give the Client notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The Client has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect Client's protection are allowed without Client's prior written consent.

H. The requirement as to types, limits, and the Client's approval of insurance coverage to be maintained by Agent are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Agent under the Agreement.

I. The Agent and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Client. The maintenance by Agent and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Agent or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Client as a material breach of this Agreement.

J. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation - Insurance to protect the Agent, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Agent shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Agreement Documents.

2. The insurer shall agree to waive all rights of subrogation against the Client for losses arising from work performed by the Agent.

K. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Provision or endorsement naming the Client and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of the Agent; premises owned, occupied or used by the Agent; or automobiles owned, leased, hired or borrowed by the Agent. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, the Agent's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees and volunteers to the extent the Client is an additional insured. Any insurance or self insurance maintained by the Client, its officers, officials, employees or

volunteers shall be in excess of the Agent's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the Client, its officers, officials, employees, or volunteers.

4. Provision or endorsement stating that the Agent's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Agent under the Agreement, including, without limitation, that set forth in Section 18, Indemnification.

L. Professional Liability.

The Agent and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.