

employees, agents, servants, owners, principals, lessees, contractors and subcontractors, excluding negligence and misconduct on the part of the Government. This indemnity agreement shall in no way be limited by any financial responsibility, insurance, or loss control requirements below and shall survive to the extent permitted by the applicable statute of limitations.

For purposes of this Indemnity provision:

- (1) The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Grantee’s expense, using an attorney selected by the Grantee and approved in writing by the Government which approval shall not be unreasonably withheld.
- (2) The word “claims” includes, but is not limited to, claims, demands, liens, suits, and other causes of action of whatever kind.
- (3) The word “losses” includes, but is not limited to: attorneys’ fees and expenses, costs of litigation, court or administrative agency costs, judgments, fines, penalties, interest, all environmental cleanup and redemption costs of whatever kind, and any liability arising from death, injury or damage of any kind to any Person, including employees and agents of Grantee, its servants, owners, principals, licensees, vendees, lessees, contractors and subcontractors or the Government, and damage to or destruction of any property, including the property of the Government.

Section 10 – Insurance.

- (a) The Grantee shall procure and maintain for the duration of the franchise the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by the Grantee:

- (1) Commercial General Liability Insurance with:

- A. Limits of not less than \$5,000,000.00 for Bodily Injury and Property Damage.
- B. Products-Completed Operations coverage.
- C. Personal and Advertising Injury coverage.
- D. Explosion, collapse & underground coverage.
- E. Grantee’s Commercial General Liability insurance policy will list as additional insureds, “Scott County, its elected and appointed officials, employees, volunteers and consultants for their vicarious liability from the negligent acts or omissions of Grantee.”
- F. Additionally, such insurance shall contain endorsement that Grantee’s insurance coverage shall be primary insurance with respect to the Government. Any insurance or self-insurance maintained by the