

10. INSURANCE, SURETY, AND INDEMNIFICATION

(a) Insurance Required.

(1) The Grantee shall maintain, and by its acceptance of the Franchise specifically agrees that it will maintain, throughout the entire length of the Franchise period, at least the following liability insurance coverage insuring the County and the Grantee:

(i) commercial general liability insurance with respect to the construction, operation, and maintenance of Grantee's Cable System, and the conduct of the Grantee's business in the County, in the minimum amounts of \$2,000,000 per occurrence; \$2,000,000 aggregate for each occurrence; and (ii) copyright infringement insurance in the minimum amount of \$2,000,000 for copyright infringement occasioned by the operation of Grantee's Cable System.

(2) Such commercial general liability insurance must include coverage for all of the following: comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, and personal injury.

(3) The County may review these amounts and shall have the right to require reasonable adjustments to them consistent with the public interest.

(4) The Grantee shall be solely responsible for the payment of premiums due for each policy of insurance required pursuant to this Agreement and the Communications Ordinance.

(b) Endorsements. All insurance policies and certificates maintained pursuant to this Agreement shall contain the following endorsement:

It is hereby understood and agreed that this insurance coverage may not be canceled by the insurance company nor the intention not to renew be stated by the insurance company until at least 30 days after receipt by the

County Communications Administrator, by registered mail, of a written notice of such intention to cancel or not to renew.

(c) *Qualifications of Insurers.* All insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with a rating of at least A-:VII by Best's Key Rating Guide, Property/Casualty Edition.

(d) *Policies Available for Review.* All insurance policies shall be available for review by the County, and the Grantee shall submit to the County certificates of insurance for each policy required herein.

(e) *Additional Insureds; Prior Notice of Policy Modification.* All commercial general liability insurance policies shall name the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees as additional insureds.

(f) *Indemnification.*

(1) The Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of: (i) the construction, maintenance, or operation of Grantee's Cable System (to the extent that Grantee has operation or maintenance responsibilities pursuant to this Agreement or applicable law); (ii) copyright infringements or a failure by the Grantee to secure consents from the owners, authorized distributors, or franchisees of programs to be delivered by Grantee's Cable System (other than PEG content or I-Net content); (iii) the conduct of the Grantee's business in the County; or, (iv) in any way arising out of the Grantee's enjoyment or exercise of the Franchise, unless such specific act or omission has been authorized by the County or is the result of any act or omission

by the County or its elected and appointed officers, boards, commissions, commissioners, agents, or employees which results in personal injury or property damage. A general statement of authorization pursuant to the Communications Ordinance or this Agreement shall not be construed to be such an authorization.

(2) Specifically, the Grantee shall fully indemnify, defend, and hold harmless the County, and in their capacity as such, the elected and appointed officials, officers, agents, commissions, commissioners, boards and employees thereof, from and against any and all claims, suits, actions, liability, and judgments, whether for damages or otherwise, subject to 47 U.S.C. § 558, arising out of or alleged to arise out of the installation, construction, operation, or maintenance of Grantee's Cable System, including but not limited to any claim against the Grantee for invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other right of any Person, firm, or corporation. This indemnity does not apply to programming carried on any Channel set aside for PEG use, or Channels leased pursuant to 47 U.S.C. § 532, or any content on the I-Net, or to operations of the PEG Channels or the I-Net to the extent such operations are carried out by a person other than the Grantee or its agents.

(3) In the event that Grantee fails, after notice, to undertake the County's defense of any claims brought pursuant to subsections (1) and (2) above, Grantee's indemnification shall include, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such action, claim, suit, or proceeding, any interest charges arising from any action, claim, suit or proceeding arising under this Agreement or the Communications Ordinance, the County's out-of-pocket expenses, and the reasonable value of any services rendered by the County.

(g) *No Limit of Liability.* Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of the Grantee or its subcontractors for damages under the Franchise Agreement or the Communications Ordinance or to excuse the faithful performance of obligations required by this Franchise Agreement, except to the extent that any monetary damages suffered by the County have been satisfied by a financial recovery under this section or other provisions of this Franchise Agreement or the Communications Ordinance.

(h) *County to Assume No Liability.* The County shall at no time be liable for any injury or damage occurring to any Person or property from any acts or omissions of Grantee in the construction, maintenance, use, operation or condition of Grantee's Cable System, to the extent that Grantee has responsibilities for such maintenance, use, operation or condition pursuant to this Agreement or applicable law. It is a condition of this Agreement that the County shall not and does not by reason of this Agreement assume any liability whatsoever of the Grantee for injury to Persons or damage to property.