

insurance is commercially available, then the Owner agrees to indemnify Newport Pacific as set forth in this Paragraph. Owner agrees to indemnify, defend and hold Newport Pacific harmless from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damage awards or expenses, including but not limited to attorneys' fees and costs of suit, which arise in connection with or as a result of any claim or matter which would otherwise be covered under a Standard Property Owner's policy for a facility such as the Property.

In the event that Owner is a municipality, then Owner's obligations under this Paragraph shall be joint and several as to the Owner and its various subdivisions and agencies.

Owner's obligations of indemnification under this Paragraph and Paragraph 8, shall survive the termination of this Agreement and shall continue until it is finally adjudicated that any and all actions against Newport Pacific or its representatives, agents, employees and affiliates for such matters which are indemnified under this Agreement are fully and finally barred by applicable law.

10. Insurance. Unless already maintained by Owner, Newport Pacific shall, as an expense of the Property and at Owner's expense and cost, acquire and maintain during the duration of this Agreement, the following insurance coverage insuring Newport Pacific and Newport Pacific's officers and employees:

(a) Liability and Property Damage Insurance: In connection with the services related to the Property, automobile liability for vehicles and mobile equipment owned by Newport Pacific and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage providing bodily injury, death and property damage liability limits of not less than \$1,000,000.00 for each accident or occurrence.

(b) Worker's Compensation Insurance: For Newport Pacific's employees, in accordance with State law. (*Owner shall only be responsible for the cost of the premiums attributable to those employees specifically hired for the Property.*)

In addition, as applicable and as approved by Owner, Newport Pacific, at Owner's cost, shall also acquire insurance coverage for employment practices, crime, tenant discrimination, errors and omissions insurance (as appropriate and necessary) and at Owner's option, boiler and machinery, differences in condition, and directors and officers insurance coverage.

(c) Additional Coverages. Newport Pacific shall provide Owner with certificates of insurance, issued by the applicable insurance carriers, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of one hundred and twenty (120) days after Owner shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. As appropriate, Newport Pacific and/or Owner shall be named an additional insured for each policy. Each policy shall be on an "occurrence" basis.