

STATION ACTIVATION AGREEMENT

The Los Angeles County Metropolitan Transportation Authority, a public agency existing under the laws of the State of California (“**LACMTA**”) and the City of Pomona, a California charter city and municipal corporation (“**Permittee**”) hereby enter into this Station Activation Agreement (“**Agreement**”) as of April 1, 2026 (“**Effective Date**”).

RECITALS:

A. By action of its Board of Directors in February 2025, LACMTA has established a pilot program to foster community engagement and support local entrepreneurship (“**Station Activation Program**”) by allowing use of certain of its real property by third parties for public special events and other activities intended to enhance public safety and customer experience (“**Activations**”).

B. Permittee submitted a proposal to LACMTA to participate in the Station Activation Program by organizing and operating Activations at the Pomona North A Line Station.

C. LACMTA and Permittee wish to facilitate and define Permittee’s participation in the Station Activation Program according to the terms and conditions of this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by LACMTA and Permittee, LACMTA and Permittee do hereby agree as follows:

1. TERM

The term of this Agreement (“**Term**”) shall commence on the Effective Date and terminate on December 31, 2026, unless extended in writing by the mutual agreement of the parties or earlier terminated pursuant to the terms herein.

2. SCOPE; REQUEST

During the Term, Permittee may plan Activations consistent with the descriptions, scopes and dates described in Exhibit A (“**Scope of Activations**”) to be held at the Pomona North A Line Station subject to the terms and conditions of this Agreement.

Prior to hosting any Activation, Permittee must submit to LACMTA a Request for a Special Event Form (including the Supplement to Request for Special Event Form for Station Activations) in the form attached to this Agreement as Exhibit B (“**Request Form**”) no fewer than the number of days required for the desired type of Activation, as indicated on Exhibit A. LACMTA will not review and evaluate a Request Form unless it is timely submitted, fully

completed and includes any supplemental materials (proof of insurance, diagrams of desired area, e.g.) required for the request. Permittee shall provide to LACMTA any other materials, documentation, or information LACMTA requires to evaluate a validly submitted Request Form. Permittee may submit a single Request Form for multiple Activations provided that the Activations covered by the single Request Form are of like character and for the same location. While evaluating a Request Form, LACMTA will coordinate with Permittee to designate an approved footprint for each Activation, which will be indicated in the ROE Permit (defined below) issued for the Activation. Each Activation must remain within the approved footprint, scope, and dates in the applicable ROE Permit, unless LACMTA gives prior written consent.

3. RIGHT OF ENTRY PERMIT REQUIRED

Notwithstanding the Term established in this Agreement, Permittee may not conduct any set-up, Activation or clean-up activities for an Activation, unless and until LACMTA issues a Right of Entry Permit permitting Permittee to enter onto LACMTA property and perform the Activation (“**ROE Permit**”). The template ROE Permit is attached as Exhibit C. This Agreement does not guarantee Permittee access to, or use of, LACMTA property absent a ROE Permit and any approved use of LACMTA property will be described in and conditioned by a validly issued ROE Permit. A single ROE Permit may be issued for one or more Activations, the effective dates of which will be specified in the ROE Permit. Each ROE Permit issued by LACMTA shall be subject to the terms and conditions of this Agreement.

4. REQUIREMENTS FOR ALL ACTIVATIONS

- a. Permittee shall obtain all licenses and permits required by law or regulation to conduct an Activation and shall provide proof of such licenses and permits to LACMTA no later than three (3) business days prior to an Activation. This includes, but is not limited to, any applicable license or permit to operate the Activation required by the Los Angeles County Department of Public Health or the local jurisdiction where the Activation is being held.
- b. Permittee is responsible for all communications with local stakeholders (including the local jurisdiction) concerning the Activation. Permittee shall advise LACMTA in advance of its plans for communications with local stakeholders and LACMTA shall have the right to comment on, participate in, and provide oversight over such communications.
- c. Permittee and its consultants, contractors, subcontractors, invitees and Activation participants will strictly abide by the terms of the Right of Entry during any Activation.
- d. LACMTA agrees to waive all standard LACMTA permit fees for each Activation undertaken under this Agreement. Notwithstanding the foregoing, Permittee shall reimburse LACMTA for any and all costs and expenses incurred by LACMTA because of an Activation that

Metro deems excessive or beyond LACMTA's reasonable expectations of use for the Activation. LACMTA reserves the right to charge permit fees or to require profit-sharing or cost-recovery for Activations undertaken either outside of this Agreement or after the end of the Term.

e. No fewer than three (3) business days prior to the first Activation, Permittee shall provide LACMTA proof that it has the insurance coverage described in Exhibit D attached to this Agreement. Permittee shall maintain such insurance coverage for the duration of each Right of Entry Permit.

f. LACMTA hereby grants Permittee a conditional limited use license, for the Term, to use LACMTA's logo solely for Permittee to use for the marketing and promotion of the Activations undertaken pursuant to this Agreement, provided that all marketing and promotional materials using LACMTA's logo are subject to LACMTA's prior review and written approval. Permittee must obtain LACMTA's prior written permission to use any of LACMTA's intellectual property, including LACMTA's logo. LACMTA will coordinate with Permittee on marketing and promotion of all Activations, including, at minimum, one collaboration post on Instagram or a similar social media platform.

g. Permittee will solely own and be responsible for its processes and programming; provided however, that such programming must conform to LACMTA's standards. LACMTA reserves the right to review all proposed programming and may, in its sole discretion, determine whether the proposed programming conforms to LACMTA standards and is otherwise appropriate for the location.

h. Prior to the first Activation, and whenever subsequently required by LACMTA, Permittee will complete all trainings required by LACMTA related to use of LACMTA property. Such trainings are currently anticipated to include an in-person rail safety training course, a CPR instruction video, a de-escalation training video, and instruction on use of LACMTA's Transit Watch app, and may include other trainings, as may be determined by LACMTA.

i. Permittee agrees to share all Activation and post-Activation data requested by LACMTA. In order to facilitate this information sharing, prior to each Activation, LACMTA will provide Permittee a description of Activation data anticipated to be requested. Such data may include, but is not limited to, number of estimated participants, total sales, social media, and web analytics. As a public agency, LACMTA is subject to the California Public Records Act and values transparency. Accordingly, records shared pursuant to this Agreement may be disclosed to the public or to other public agencies.

j. Either party may photograph, film, audio record, or otherwise record ("**Recordings**") the Activation and use such Recordings for educational purposes only without

first obtaining the consent of the other party. However, prior to any commercial or other non-educational use of such Recordings, Permittee must obtain LACMTA's written consent, such consent may be withdrawn at any time and for any reason. Permittee shall, at the request of LACMTA, provide all Recordings of an Activation it has, or will have, to LACMTA and hereby grants LACMTA a non-exclusive, universal and irrevocable license to use such Recordings for any purpose. LACMTA does not provide release or consent for any LACMTA patron or any other individual on LACMTA property, and Permittee shall be solely responsible for obtaining any releases or consents it deems necessary from such individuals.

k. Permittee is solely responsible for programming the Activation and may do so by coordinating and contracting with local businesses, local non-profits, and public agencies, each of whom may participate in the Activation, subject to the terms and conditions of this Agreement and the ROE Permit.

l. LACMTA will provide facilities maintenance support, such as trash removal, power washing, table rentals, chair rentals, upon Permittee's request and to the extent reasonably feasible.

m. LACMTA will provide transit ambassador and security as needed and when reasonably practicable. Permittee shall not provide security for the Activation unless approved in advance by LACMTA.

5. REQUIREMENTS FOR ANY ACTIVATIONS WITH ALCOHOLIC BEVERAGES

[Reserved]

6. NOTICE AND COORDINATION

The individuals named below named below, are the respective party's designated representative for purposes of this Agreement (each, a "**Project Manager**"). The Project Managers will communicate directly about long-term coordination and scheduling. Permittee will submit the Request Form(s) and notice(s) required by Section 2 of this Agreement directly to the LACMTA Project Manager. The Project Managers may designate an event coordinator by providing such designation in writing with the designee's name, contact information and the applicable activations to the other party's Project Manager. The event coordinator will be that party's point of contact during the designated period. Permittee's event coordinator will give notice to LACMTA's event coordinator when the Permittee is on-site and will make available to the LACMTA event coordinator for inspection the Right of Entry Permit issued by LACMTA or any other health and safety permits. If no event coordinator is designated, then the Project Manager will serve in that role. Permittee is solely responsible for all scheduling, notification and coordination with all third parties.

LACMTA:

Project Manager: **Insert name, title, and contact information**

Permittee:

Project Manager: Ata Khan
 Deputy Director
 Office of Economic and Business Affairs
 City of Pomona

7. GENERAL TERMS AND CONDITIONS

- a. This Agreement creates no financial obligation on LACMTA.
- b. LACMTA can terminate this Agreement at any time at its sole discretion by providing advance written notice to Permittee. In no event shall Permittee be entitled to any damages or compensation, nor shall LACMTA be subject to any fees, cost, expenses or penalty, if LACMTA terminates this Agreement before the expiration of the Term. .
- c. Permittee’s rights under this Agreement are non-exclusive. LACMTA may, at its sole discretion, execute similar agreements with other parties concerning any LACMTA property, including those listed in the Recitals of this Agreement.
- d. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under this subsection. The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.
- e. Permittee shall not license, transfer, convey or assign any of Permittee's rights under this Agreement without LACMTA’s prior written consent. Any attempt by Permittee to license, transfer, convey or assign such rights without LACMTA’s prior written consent shall immediately and automatically render this Agreement null and void.
- f. This Agreement, including all Exhibits, contains the entire agreement between LACMTA and Permittee and no representations, inducements, promises or agreements, oral or

otherwise, between LACMTA and Permittee with respect to the subject matter hereof not set forth herein shall be of any force or effect. This Agreement may be amended or modified only by an instrument of equal formality signed by both parties.

g. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The parties hereby irrevocably submit to the jurisdiction of any state or Federal court sitting in the State of California in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in Los Angeles County. The parties agree that the provisions of this subsection shall survive the expiration of the Term or the sooner termination of this Agreement.

h. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition. If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.

i. The provisions of this Agreement and of the documents to be executed pursuant to this Agreement are and will be for the benefit of LACMTA and Permittee only and are not for the benefit of any third party. No third party shall have the right to enforce any provision of this Agreement or any subsequent agreement resulting herefrom. The provisions of this subsection shall survive the expiration of the Term or the sooner termination of this Agreement.

8. EXHIBITS

The following exhibits are attached and incorporated into this Agreement:

Exhibit A: Description of Activations

Exhibit B: Request for Special Event Form

Exhibit C: Right of Entry Permit and Indemnity Agreement

Exhibit D: Insurance Requirements

[Remainder of Page Intentionally Blank; signatures on following page.]

IN WITNESS WHEREOF, this Station Activation Agreement been duly executed as of the Effective Date stated above.

Signatures:

Permittee:

CITY OF POMONA

ANITA D. SCOTT, CITY MANAGER

LACMTA:

Los Angeles County Metropolitan Transportation Authority

Insert LACMTA Project Manager name

Insert LACMTA Metro Project Manager title

EXHIBIT A:
Description of Activations

Brief Description:

Advance Notice Requirement:

Contemplated Activities:

Dates of Activations:

OTHER TYPES OF ACTIVATIONS

Brief Description:

Advance Notice Requirement:

Contemplated Activities:

Dates of Activations:

EXHIBIT B:
Request for Special Event Form

[SEE ATTACHED]

REQUEST TO USE METRO PROPERTY FOR PUBLIC EVENT

Date: _____

To: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Real Estate Department MS 99-22-9
Los Angeles, CA 90012

From: _____

Organization Charter Attached?

Yes No

Requests for METRO-OWNED PROPERTY: Please complete the following information in detail. (Attach diagram of setup with additional details if necessary.)

Specific Metro Location (s) for Public Event _____

Type of Public Event _____

Date & Time of Public Event _____

Length of Public Event _____

Number of Expected Attendees _____

Responsible Party/Organization (Name & Address)

Event Contact Person _____

Signator and title on Agreement _____
Title _____

Special Equipment and/or Requirements (check all that apply, and provide specific information below)

- | | | |
|--|--|---|
| <input type="checkbox"/> Metro Personnel | <input type="checkbox"/> Distribution or Sale of Alcohol | <input type="checkbox"/> Animals |
| <input type="checkbox"/> Pyrotechnics | <input type="checkbox"/> Vehicles/Equipment | <input type="checkbox"/> Other (describe in detail below) |

Specifications

Required Services:

- | | |
|---|-------|
| <input type="checkbox"/> Liability Insurance (Company Name) | _____ |
| <input type="checkbox"/> Worker's Comp. (Company Name) | _____ |
| <input type="checkbox"/> Security (Company Name) | _____ |
| <input type="checkbox"/> Auto Insurance (Company Name) | _____ |
| <input type="checkbox"/> Refundable Deposit | _____ |

Fees:

- | | |
|--|-----------------|
| <input type="checkbox"/> Base Rental Fee | \$ _____ |
| <input type="checkbox"/> Cleaning | \$ _____ |
| <input type="checkbox"/> Utilities | \$ _____ |
| <input type="checkbox"/> Security | \$ _____ |
| <input type="checkbox"/> T.O.S. | \$ _____ |
| TOTAL FEES | \$ _____ |

- | | | |
|-----------------------------------|---|-------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Forwarded to Responsible Party for Signature | Date: _____ |
| <input type="checkbox"/> Denied | <input type="checkbox"/> Justification Attached | |

Responsible Party: _____ Date: _____

**Supplement to Special Event Request Form
(for Station Activations)**

1. Purpose and theme of the Activation(s):
2. Description of requested LACMTA support (if needed), i.e. marketing (social media and promotional activities), facilities maintenance (trash removal, power washing, tables, etc.), or security (security guards, color guard unit, etc.):
3. Site map of ROE Permit area (including layout) included:
4. Dates and times for the Activation(s), including additional time needed for setup and takedown:
5. List of all materials/equipment needed for the Activation(s) (e.g., tents, generators, vehicles, tables, chairs, lights):
6. List of subcontractors or partner organizations:
7. Permits and licenses:
 - a. List of all required health and safety permits required for the Activation(s):
 - b. Copies of permits and licenses included? (Must be provided no later than three (3) business days prior to date(s) of Activation(s)).
8. Proof of insurance included.
9. Narrative of any additional requirements necessary for the Activation(s):

CERTIFICATION:

By submitting this Request to Use Metro Property for Special Event and this Supplement to Special Event Request Form, the undersigned hereby certifies that Permittee has ensured that all of its subcontractors and the Activation participants have obtained and, as of the date(s) of the Activation(s) will maintain, any and all permits, licenses and other legal approvals required for their participation in the Activation(s).

Permittee:

Insert Permittee company name

Insert Permittee Principal name

Insert Permittee Principal Title

EXHIBIT C:

Right Of Entry Permit & Indemnity Agreement **(Station Activation)**

This Right of Entry Permit and Indemnity Agreement (Station Activation) (this “**ROE Permit**,”) dated for reference purposes only, _____, made by and between **THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the State of California (“**LACMTA**”) and **insert Permittee name (“Permittee”)**.

RECITALS:

- A. LACMTA and Permittee entered into that certain Station Activation Agreement with an effective date of _____ (the “**Agreement**”), to facilitate and define Permittee’s participation in LACMTA’s Station Activation Program. Capitalized terms used and not defined herein shall have the meanings attributed to them in the Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by LACMTA and Permittee, LACMTA and Permittee do hereby agree as follows:

1. The LACMTA hereby permits Permittee to enter upon and use the real property (“**Property**”) located on the insert station location, in the City of Los Angeles, State of California, subject to the following terms and conditions.
2. Permittee's right to enter the Property is non-exclusive and personal to Permittee, its employees, contractors and subcontractors and their officers, agents, employees, licensees and invitees, and is not assignable.
3. This Permit is granted to Permittee to conduct an Activation as contemplated in the Agreement, which will include _____ [insert description of approved activities or cross-reference description from Activation Agreement or a Request for Special Event form] in the portion of the Property depicted on the Site Map attached as Exhibit 1 (the “**Permit Area**”). [The Permittee is/is not responsible for their own security.]
4. Permission to enter the Property is granted for [insert number (#) day] commencing [insert Day, Date, from hour to hour] and ending [insert Day, Date, from hour to hour] as per the attached Request for Special Event form. Permittee shall utilize the Property only during the hours stated in this Section 4, which includes the time for set up and break down.
5. Permittee agrees that its duly designated representative has fully examined the Permit Area and accepts the use and occupancy thereof with full knowledge of the conditions thereof, and agrees that LACMTA shall not be liable for any loss, injury to persons or property damage caused by or resulting from the condition of state of repair of the Permit Area.
6. Permittee, on behalf of its successors and assigns, shall indemnify, defend release and forever hold harmless LACMTA and its officers, agents and employees, licensees and invitees from and against any and all loss, claims, demands, liabilities, penalties, liens, claims of lien, damages (including consequential damages), costs and expenses, which LACMTA may sustain, incur or become liable for, including without limitation, loss of or damage to property or injury to or death of any person or persons arising out of or in any manner connected

with Permittee's use of the Property or exercise of this Permit, except to the extent caused by the gross negligence or willful misconduct of LACMTA.

7. Permittee, as its expense, shall comply with all the applicable federal, state and local laws, ordinances, regulations, rules orders, and LACMTA policies and procedures with respect to the use of the Property. Permittee, its employees, contractors, subcontractors and agents shall comply with LACMTA's Code of Conduct during the term of this permit.
8. While this permit is in effect, Permittee shall maintain and furnish evidence of the LACMTA Metro Insurance Requirements, attached as (Exhibit D to the Station Activation Agreement). Permittee shall not enter upon the Property until advised by LACMTA that the evidence of insurance furnished above is satisfactory to LACMTA.
9. Permittee shall ensure the Permit Area is clean and maintained at all times during the Activation. At the end of each Activation, Permittee will remove all of its materials and equipment from the LACMTA property and will restore the location of the activation to a clean and tidy condition. The LACMTA may inspect the Permit Area at any or all times.
10. The LACMTA may terminate this Permit and be relieved of any further performance if Permittee fails to perform any covenant herein contained at the time and in the manner herein provided or if LACMTA or any other person discovers any dangerous condition on the Permit Area.
11. LACMTA hereby reserves the right, for itself and its employees, agents and contractors, to access upon, across and through the Permit area as required for use, maintenance, inspection, or repair. Permittee shall not interfere with any of LACMTA's normal activities and shall promptly remove any vehicle or equipment that might be a source of interference to LACMTA's operations. Permittee will ensure the public has unimpeded access to the transit facility and transit services at all times during the Activation.
12. The parties hereto agree that to their knowledge, no Board member, officer or employee of the Los Angeles County Metropolitan Transportation Authority has any financial interest, in this transaction, and that if any such interest comes to the knowledge of either party at any time, full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under the laws of the State of California.
13. No interest in real property whatsoever is hereby conveyed by this Agreement, and any use of LACMTA property by Permittee shall not be construed to be an interest in real property of any kind whatsoever.
14. LACMTA expressly disclaims, and does not hereby make, any warranty of title to the property and any and all warranties as to the condition of the property and as to the fitness of the property for any particular purpose.
15. [IF APPLICABLE, ADD REQUIREMENTS FOR ANY ACTIVATIONS WITH ALCOHOLIC BEVERAGES]

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE AND DELIVER ON BEHALF OF THE PERMITTEE

**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

**PERMITTEE:
Insert Permittee Name**

By: _____

By: _____

Date: _____

Date: _____

Exhibit 1 to Right of Entry Permit

Site Map of Permit Area

[Insert or attach diagram]

EXHIBIT D

Insurance Requirements

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of LACMTA property hereunder by the Lessee, Licensee, or Permittee, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No.CA 0001 covering Commercial Automobile Liability.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction (Builder's Risk) insurance providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor.
- Insurance Services Office Excess Liability (CX 00 01 09 08 or equivalent)
- Insurance Services Office Liquor Liability Insurance (CG 00 33 or equivalent)

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, property damage and fire legal. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: Statutory as required by the State of California; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction (Builder's Risk): Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.

- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractor's Pollution Liability: \$2,000,000 per occurrence/\$4,000,000 annual aggregate.
- Excess Liability: \$5,000,000 per occurrence. Policy shall afford coverage on a following form basis and respond to Commercial General, Commercial Auto Liability claims in the same manner as underlying coverage without limitation.
- Liquor Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions in excess of \$25,000 must be declared to and approved by LACMTA. At the option of LACMTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LACMTA, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Los Angeles County Metropolitan Transportation Authority, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee 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. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a 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 LACMTA.
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Railroad Protective Liability in the amount of \$2,000,000 per occurrence written in the name of LACMTA shall be obtained to satisfy this coverage requirement. As an alternate to this requirement, the Commercial General Liability may remove the exclusion for work performed within 50ft of railroad track and evidence provided on the certificate of insurance.
8. LACMTA lease number must be included with description of leased premises.
9. Course of construction policies shall contain the following provisions:
 - a. LACMTA shall be named as loss payee.
 - b. The insurer shall waive all rights subrogation against LACMTA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by LACMTA.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish LACMTA with original certificates of insurance and endorsements evidencing coverage required by this clause. All documents are to be received and approved by LACMTA before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. Lessee, Licensee or Permittee shall serve as the repository for all certificates of insurance for their contractors and subcontractors; however LACMTA reserves the right to request copies for review.