



Insurance and Bond Requirements

- (a) Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Licensee, AEG, State of Hawaii, HTA, Levy and each of their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Licensed Areas arising in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. In the event there are pyrotechnics, fireworks or fire displays, the certificate of insurance shall evidence such coverage and with limits specific therein; (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired & leased vehicles, including loading and unloading operators with a limit of not less than \$1 million per occurrence covering bodily injury and property and physical damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence in excess of \$1,000,000.
- (b) If applicable in the event Licensee exploits the Event, media liability insurance coverage as respects errors and omissions resulting from any broadcast emanating from the Licensed Areas or in any way pertaining or related to the Event, with contractual liability endorsements for the mutual benefit of Licensee, AEG, State of Hawaii, HTA and their respective contractors, successors and assigns, against all claims for personal injury and errors and omissions liability including without limitation defamation of character, libel, slander and other similar causes of action, with policy limits of not less than \$5,000,000 per occurrence. Such insurance can be written on a Claims Made basis providing an extended reporting period of not less than 3 years is provided.
- (c) The insurance policies set forth in (a & b) above shall name as Additional Insureds AEG, Anschutz Entertainment Group Inc., Levy, State of Hawaii, HTA, and their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the "Indemnitees". All such insurance shall be primary and non-contributing to insurance maintained by AEG, HTA, State of Hawaii and Levy.
- (d) Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1 million per occurrence covering all employees, performers, participants and other personnel of the Event (other than such persons as are employed by AEG, HTA, State of Hawaii, Levy and their respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 4(2) below. Such insurance shall include a waiver of subrogation in favor of AEG, Levy, HTA and State of Hawaii.
- (e) Licensee shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of Licensee's personal property, trade fixtures, and Licensee's owned alterations, utility installations and third party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by Licensee for the replacement of personal property, trades fixtures and Licensee owned alterations and utility installations. Licensee shall provide AEG with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of AEG, HTA and State of Hawaii.

- (f) Licensee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Licensee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent licensees in the business of Licensee or attributable to prevention of access to the Licensed Areas as a result of such perils.
- (g) AEG makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Licensee's property, business operations or obligations under this License Agreement.
- (h) The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Licensed Areas) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Licensed Areas). There will be no charge to AEG for such coverage and a certificate of insurance evidencing such coverage shall be furnished to AEG prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to AEG. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide AEG with the required certificate of insurance at least five (5) business days prior to the Move-in Time, AEG may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as AEG determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) & (b) above, or (ii) treat such failure as a default by Licensee and terminate this License Agreement effective as of the Move-in Date pursuant to the provisions of Section 6 below.
- (i) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed in the State of Hawaii, such responsibility and the insuring agreements to meet with the reasonable approval of AEG. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by AEG of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this License Agreement must be in writing signed by the parties.
- (j) At the request of AEG, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Indemnitees under this License Agreement. Such loss information shall include such specifics and be in such form as AEG may require.
- (k) Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name AEG, Levy, State of Hawaii, HTA and the Licensee as Additional Insureds as set forth above.
- (l) All insurance coverage available to Licensee and any available proceeds in excess of specified minimum limits shall be available to AEG.