

## RIVERCENTER-ADLER THEATRE INSURANCE REQUIREMENTS AND LICENSEE'S INDEMNIFICATION.

Licensee shall for the term of the License described in Section 3 have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the Licensee's operations or occupancy under this Agreement, whether such operations be by Licensee or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of IOWA and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A-Val** (7).

Licensee further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the RiverCenter/Adler Theatre, Compass of Davenport, LLC; City of Davenport; Compass Facility Management, Inc.; RCPA Tenant Manager, LLC; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, are listed as **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

### **Comprehensive General Liability:**

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

### **Comprehensive Automobile Liability:**

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

Licensee further agrees that if event is a contact sport, Licensee will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and any statutory policies as required by the state of Iowa licensing board for the particular contact sport.

### **Worker's Compensation:**

Licensee further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation of Licensor, and Licensee shall secure and provide Licensor with a Certificate of Insurance on a form approved by Licensor, which shall demonstrate compliance by Licensee with these insurance requirements.

The Licensee shall defend, indemnify and hold harmless the Licensor and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the Licensee, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the Licensee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the Licensee, its agents, employees, or subcontractors.

In any and all claims against the Licensor or any of its agents or employees by any employee of the Licensee, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the any limitations on the amount or type of damages, compensation or benefits payable by or for the Licensee or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

The Licensor and Licensee hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.

**A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the Licensor not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder, or Licensee shall forfeit its rights under this Agreement. LICENSEE MUST BE NAMED AS THE INSURED ON THE CERTIFICATE OF INSURANCE.**