

EVENT INSURANCE REQUIREMENTS

All events contracted at the Los Angeles Convention Center must carry Commercial General Liability insurance and provide a certificate of insurance no later than five (5) business days prior to move-in accordance to the following terms and conditions. The holder of the certificate of insurance must name the Licensee as outlined in the venue's License Agreement.

- (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, **Operator**, the owners of the Licensed Areas and 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, \$5,000,000 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 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) 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**, **Operator**, the owners of the Licensed Areas 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 2 years is provided.
- (C) The insurance policies set forth in (a & b) above shall name as Additional Insureds : (i) AEG MANAGEMENT LACC, LLC (ii) the City of Los Angeles, 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 **Operator**.
- (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 **Operator** and its respective affiliates), which shall be evidenced on the certificate of insurance required. Such insurance shall include a waiver of subrogation in favor of **Operator**.
- (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 **Operator** with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of **Operator**.

- (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) **Operator** 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 **Operator** for such coverage and a certificate of insurance evidencing such coverage shall be furnished to **Operator** 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 **Operator**. Said insurance shall not restrict or limit the coverage of the additional insureds. If **Licensee** fails to provide **Operator** with the required certificate of insurance at least five (5) business days prior to the Move-in Time, **Operator** may, in its sole and absolute judgment, either (i) acquire, at **Licensee's** expense, such insurance as **Operator** 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) above, or (ii) treat such failure as a default by **Licensee** and terminate this License Agreement effective as of the Move-in Date.
- (I) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of California, such responsibility and the insuring agreements to meet with the reasonable approval of **Operator**. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by **Operator** 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 **Operator**, **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 **Operator** may require.

**Please submit the certificate of insurance
no later than thirty (30) days prior to move-in
to your Event Manager via email or
via fax at 213.763.6954.**