



INSURANCE. At least ten days prior to commencement of the Lease Term, Tenant shall provide the Authority with a Certificate of Insurance evidencing insurance issued by an insurance carrier with a "Best" Rating Agency rate of A+ as proof of insurance coverage in the amounts of Two Million Dollars (\$2,000,000.00) of Per-Occurrence Limit Coverage to include: Comprehensive Form, Independent Contractors, Contractual, Fire Legal Liability and Products/Completed Operations. The term of such coverage shall coincide with the Lease Term, including the Load-In and Load-Out Periods. Such insurance coverage shall specifically name the Authority, NJSEA, SMG and Garden Sportservice, their respective directors, members, officers, agents and employees, as additional insureds. Such insurance shall cover any damage or injury to any and all officers and employees of the Authority and any other persons attending the Event or any property connected with the Event when such persons or property are located in, on, around or about the Function Space. In the event that Tenant fails to provide the Authority with such insurance certificate at least ten (10) days prior to the commencement of the Lease Term, the Authority may, at its sole discretion, obtain such insurance without prior notification to Tenant, and charge such expense to Tenant, or cancel the Event, in which case Tenant shall be liable for all Rent and other costs as stated herein, and the Authority shall not be responsible for any expenses or losses sustained by Tenant resulting therefrom. All policies must state that the policy may not be canceled or reduced by the insurance carrier without giving twenty (20) days' prior written notice to the Authority, NJSEA, SMG and Garden Sportservice and to Tenant. The Tenant agrees to provide Worker's Compensation coverage for Tenant's employees in order to comply with the laws of the State of New Jersey. All of Tenant's insurance policies shall include the following endorsement:

Additional Insureds shall include The Greater Wildwoods Tourism Improvement and Development Authority, the New Jersey Sports and Exposition Authority, SMG, Garden Sportservice, Inc. and Sportservice Corporation, and their respective members, directors, officers, employees and agents. This insurance is primary to any other valid or collectible insurance or self-insurance, whether or not such other insurance or self-insurance is primary, contributory, or excess. This insurance shall apply to each named insured for occurrences taking place during the Lease Term, including Load-In and Load-Out Periods, in all areas of the Function Space in which any activity connected with this Agreement takes place.

The Authority reserves the right to verify adequacy of coverage and conformance with the insurance provisions set forth herein. Tenant will not do or permit anything in or upon the Function Space which will conflict with the conditions of any policy of insurance or in any way increase any rate of insurance maintained in connection with the Function Space.

