

Appendix E

INSURANCE REQUIREMENTS

SEC. 1. INSURANCE REQUIREMENTS

The Concessionaire must obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessionaire, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessionaire must ensure that its insurance carriers provide the Service, solely for the benefit of the Service, an unconditional 30 days advance notice of cancellation of coverage or policy terms for all property insurance. The Concessionaire must provide the Service with an unconditional 30-day advance notice of cancellation of coverage or policy terms on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessionaire's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessionaire purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessionaire must maintain the following minimum liability coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessionaire may attain the limits specified below by means of supplementing the respective coverage(s) with excess or umbrella liability as explained below.

(a) Commercial General Liability

- (1) The Concessionaire must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessionaire must provide the following minimum limits of liability:

Per Occurrence	\$5,000,000
Personal and Advertising Injury Liability	\$5,000,000
General Aggregate	\$5,000,000
Products and Completed Operations Aggregate	\$5,000,000
Medical Payments	\$5,000
Damage to Premises Rented to You	\$100,000

- (2) The liability coverages may not contain the following exclusions/limitations:

- Athletic or Sports Participants
- Contractual Liability
- Personal and Advertising Injury exclusion or limitation
- Products and Completed Operations
- Explosion, Collapse and Underground Property Damage exclusion
- Total Pollution exclusion

- (3) Pollution liability insurance coverage must be included for injuries resulting from smoke, fumes, vapor, or soot, or other contaminants arising from equipment used to heat the building or from a hostile fire.
- (4) If the policy insures more than one location, the general aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessionaire must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. If Symbol 1 is unavailable, Symbols 2, 8 and 9 are allowed. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9." Garage-keepers' liability is to be included on a "direct" basis for all Concessionaire operations handling, parking or storing automobiles owned by others for a fee.

Bodily Injury and Property Damage (Combined)	\$500,000
Combined Single Limit Each Accident	\$1,000,000
Aggregate Limit:	\$5,000,000

(c) Excess Liability or Umbrella Liability

The Concessionaire may use an Excess or Umbrella Liability policy to achieve the commercial general liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy meets the minimum limit of liability required.

The Concessionaire is not required to provide excess liability or umbrella liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessionaire will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Umbrella Liability policy.

(d) Watercraft Liability (or Protection and Indemnity)

The Concessionaire must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit	\$ 5,000,000
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Marina liability must be maintained at the same each occurrence limit if the Concessionaire operates a marina.

Tower's liability must be maintained at the same each occurrence limit if the Concessionaire tows or transports non-owned vessels by water.

(e) Marina Operator's Legal Liability

Coverage will be provided for damage to property in the care, custody or control of the Concessionaire.

Any One Loss	\$ 1,000,000
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(f) Environmental Impairment Liability (or Pollution Liability)

The Concessionaire will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and off-site and for cleanup.

Each Occurrence or Each Claim Limit	\$ 500,000
Aggregate Limit	\$ 1,000,000

(g) Special Provisions for Use of Aggregate Policies

The general aggregate under the Commercial General Liability policy must apply on a “per location” basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

(h) Deductibles/Self-Insured Retentions

The Concessionaire’s self-insured retentions or deductibles on any of the above described liability insurance policies (other than umbrella liability, environmental impairment liability or professional liability, if maintained) may not exceed \$5,000 without the prior written approval of the Director. Deductibles or retentions on umbrella liability, environmental impairment liability and professional liability may be up to \$25,000.

(i) Workers’ Compensation and Employers’ Liability

The Concessionaire must obtain coverage that complies with the statutory requirements of the State of Florida.

If the Concessionaire’s operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers’ Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If Concessionaire operations are conducted in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers’ Compensation Act coverage must be endorsed onto the Workers’ Compensation policy.

SEC. 3. CERTIFICATES OF INSURANCE

All certificates of insurance required by this Contract must be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number (“AMB#”). The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessionaire, upon written request of the Refuge Manager, must provide the with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

SEC. 4. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessionaire must maintain the higher statutorily required limit, which must be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

