

## EXHIBIT D

### INSURANCE REQUIREMENTS

#### SEC. 1. INSURANCE REQUIREMENTS

The Concessioner 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 Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner 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 Concessioner 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 Concessioner'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 Concessioner 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 Concessioner must maintain the following minimum liability coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner 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 Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

|   |             |
|---|-------------|
| Per Occurrence                              | \$1,000,000 |
| Personal and Advertising Injury Liability   | \$1,000,000 |
| General Aggregate                           | \$2,000,000 |
| Products and Completed Operations Aggregate | \$2,000,000 |
| Medical Payments                            | \$5,000     |

- (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
- Total Pollution exclusion

- (3) If the policy insures more than one location, the general aggregate limit must be amended to apply separately to each location.

##### (b) Automobile Liability (if applicable)

The Concessioner 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.

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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 Concessioner operations handling, parking or storing automobiles owned by others for a fee.

Combined Single Limit Each Accident \$1,000,000

**(c) Excess Liability or Umbrella Liability (if applicable)**

The Concessioner 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 Concessioner 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 Concessioner 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) Liquor Liability (if applicable)**

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit \$ [Click here to enter text.](#)  
Aggregate Limit \$ [Click here to enter text.](#)

**(e) Watercraft Liability (or Protection and Indemnity) (if applicable)**

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

Each Occurrence Limit \$ [Click here to enter text.](#)

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

**(f) Environmental Impairment Liability (or Pollution Liability) (if applicable)**

The Concessioner 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 \$ [Click here to enter text.](#)  
Aggregate Limit \$ [Click here to enter text.](#)

**(g) Aircraft Liability (if applicable)**

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit \$ [Click here to enter text.](#)  
Property Damage Limit \$ [Click here to enter text.](#)  
Each Accident Limit \$ [Click here to enter text.](#)

The Concessioner must maintain airport liability insurance at a limit of at least [[Click here to enter text.](#)] if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability must be

maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

If owned vehicles are involved, liability coverage should be applicable to "any auto" ("Symbol 21"), otherwise coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

**(h) Professional Liability, e.g. dive instructor, massage therapist (if applicable)**

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

|                       |  |
|-----------------------|--|
| Each Occurrence Limit | \$ <a href="#">Click here to enter text.</a> |
| Aggregate Limit       | \$ <a href="#">Click here to enter text.</a> |

**(i) 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.

**(j) Deductibles/Self-Insured Retentions**

The Concessioner'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.

**(k) Workers' Compensation and Employers' Liability**

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The employer's liability limit will not be less than:

|                                 |            |
|---------------------------------|------------|
| Injury Each Accident            | \$ 500,000 |
| Injury by Disease Aggregate     | \$ 500,000 |
| Injury by Disease each Employee | \$ 500,000 |

If the Concessioner'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 Concessioner 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. INSURANCE COMPANY MINIMUM STANDARDS**

All insurance companies providing the above-described insurance coverages must meet the minimum standards set forth below:

- (1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.
- (2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

**SEC. 4. THIRD PARTY INSURANCE**

Concessioners entering into contracts with third parties for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that each third party retained for such work maintain an insurance program that adequately covers the activity and comply with all the requirements applicable to that party's own insurance.

#### **SEC. 5. CERTIFICATES OF INSURANCE**

All certificates of insurance required by this Contract shall 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 Concessioner, upon written request of the Director, shall provide the Director 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. 6. STATUTORY LIMITS**

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall 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.