

Exhibit A

INSURANCE ADDENDUM To Concession Agreement

CONCESSIONAIRE: SEND THIS FORM TO YOUR INSURANCE BROKER

INSURANCE COVERAGES AND LIMITS

Concessionaire shall cause to be maintained continuously throughout the term of this Agreement, at no expense to the City, minimum coverages and limits of insurance as described below and to submit satisfactory evidence of such insurance not less than ten (10) days prior to the event:

1. COMMERCIAL GENERAL LIABILITY (CGL) insurance including:

- Premises/Operations
- Contractual
- Host Liquor (if alcoholic beverages are served)
- Personal/Advertising Injury
- Stop Gap/Employers Liability (if applicable)

Such insurance must provide a minimum limit of liability of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage (CSL) except:

- \$1,000,000 each Offense Personal and Advertising Injury
- \$1,000,000 each Accident/Disease Stop Gap/Employers Liability (if applicable)

2. AUTOMOBILE LIABILITY insurance for owned, non-owned, leased or hired vehicles (as applicable) with a minimum limit of liability of \$1,000,000 CSL.
2. EXCESS or UMBRELLA LIABILITY INSURANCE in excess of the CGL and Automobile Liability insurance policies if necessary to provide a total minimum limit of liability of \$2,000,000 each Occurrence CSL Bodily Injury and Property Damage.
3. WORKER'S COMPENSATION insurance as respects the state of Washington securing liability for industrial injury to employees if required by Title 51 of the Revised Code of Washington (RCW).
4. PYROTECHNIC LIABILITY insurance with a minimum limit of liability of \$2,000,000 each Occurrence if pyrotechnics are used for an Event as required by the permit required from the Seattle Fire Marshall.

TERMS AND CONDITIONS

1. The insurance policy or policies, endorsements thereto, and subsequent renewals be subject to approval by the City as to company, form and coverage. The insurer shall be:
 - a. Licensed to do business in the State of Washington and Rated A- VII or higher in the AM. Best's Key Rating Guide, or
 - b. Procured under chapter 48.15 RCW by a Washington State licensed surplus line broker.
2. Such insurance as is provided under items 1, 2, 4 and 5 above shall include "The City of Seattle" as an additional insured for primary and noncontributory limits of liability subject to a separation of insureds clause. The limits of liability are minimum limits of liability only and shall not limit the liability of Concessionaire or any of its insurers; the City shall be an additional insured for all available limits of liability available to Concessionaire, whether primary, excess, contingent or otherwise.
3. Coverage shall not be cancelled without at least thirty (30) days prior written notice to the City, except ten (10) days notice with respect to cancellation for nonpayment of premium.

4. Self-insured Workers Compensation or self-insured retentions in excess of \$25,000 shall be disclosed in writing and are subject to the approval of the City's Risk Management Division. Approved self-insurance may be partially or wholly substituted for required commercial liability insurance coverages.
5. Failure of Concessionaire to fully comply with these insurance requirements shall constitute a material breach of this Agreement.

EVIDENCE OF INSURANCE

1. Concessionaire's insurance broker shall issue a certificate of insurance that meets the minimum coverages and limits requirements herein and Concessionaire or its authorized representative shall issue self-insurance certification.
2. CERTIFICATION SHALL HAVE ATTACHED A COPY OF AN ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY PROVISION THAT DOCUMENTS THAT "THE CITY OF SEATTLE" IS AN ADDITIONAL INSURED FOR PRIMARY AND NON-CONTRIBUTORY LIMITS OF LIABILITY UNDER CGL INSURANCE.
3. If the CGL insurance is partly or wholly self-insured, Concessionaire shall state in writing that it will protect the City as an additional insured under the self-insured retention as if a commercial CGL insurance policy were in force.
4. Insurance and/or self-insurance certification (including copies of additional insured policy provision) shall be delivered to:

Seattle Center Event Sales
305 Harrison Street
Seattle, WA 98109
Fax: (206) 684-7366
Email: SCBooking@seattle.gov.

A copy shall be emailed in PDF format to riskmanagement@seattle.gov.

NOTE TO INSURANCE BROKER:

1. ATTACH THIS INSURANCE ADDENDUM TO THE EVIDENCE OF INSURANCE.
2. IF ANY QUESTIONS OR ISSUES, CONTACT CITY RISK MANAGEMENT AT (206) 386-0071