

## Exhibit E

### Insurance Requirements

1. **ArenaCo Insurance**. ArenaCo shall obtain and maintain continuously throughout the term of this Arena Use Agreement the following insurance covering its operations and activities at the Arena:
  - 1.1. **Commercial General Liability (“CGL”)**. CGL Insurance shall be written on Insurance Services Office (“ISO”) form number (CG00 01) or equivalent, including coverage for (i) premises/operations; (ii) completed operations/product liability; (iii) personal/advertising injury; (iv) independent contractors; (v) contractual liability; (vi) Fire/Tenant Legal with a limit of not less than \$1,000,000.00 combined single limit per occurrence, \$2,000,000.00 general aggregate per project/location.
  - 1.2. **Liquor Liability** for the serving and selling of alcoholic beverages with a limit of not less than \$1,000,000 per occurrence, \$2,000,000.00 annual aggregate, covering personal injury (including bodily injury and death) and property damage which may arise from or in connection with the sale or service of alcoholic beverages by any Concessionaire or other person pursuant to this Arena Use Agreement..
  - 1.3. **Business Automobile Liability** on ISO form number (CA 00 01) or equivalent for owned, hired, leased, and non-owned vehicles used by ArenaCo in connection with the management and operation of the Arena, including the parking areas, or on public streets in conjunction with work under this Arena Use Agreement, with a limit of not less than \$1,000,000.00 each accident, combined bodily injury and property damage, written on an occurrence form.
  - 1.4. **Workers’ Compensation**. Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, or any other applicable State Worker’s Compensation Law at statutory limits.
  - 1.5. **Employer’s Liability or “Stop Gap.”** The protection provided by the Workers’ Compensation Policy, Part 2 (Employer’s Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability Policy in the amount of at least \$1,000,000 per accident.

1.6. **Umbrella/Excess Liability Insurance** in excess of the coverage amounts set forth in clauses 1.1, 1.2 and 1.3 above, with limits of not less than \$10,000,000 per occurrence and \$20,000,000 annual aggregate, written on an occurrence form.

1.7. **Garage Keepers Liability Insurance.** ArenaCo shall maintain **Garage Keepers Direct Primary Legal Liability** covering any valet parking services it provides, written on an occurrence form with adequate limits to cover fire and theft to all automobiles, or any portion or the contents thereof, including, without limitation, loss caused by riot, civil commotion, vandalism, malicious mischief and collision. If ArenaCo does not provide valet parking services, but does provide open parking to the public, **Garage Keepers' Legal Liability on a direct excess basis** is required. If both valet and open parking are provided, both coverages above are required.

1.8. **Pyrotechnic Liability Insurance** with a minimum limit of liability of \$2,000,000 each occurrence if pyrotechnics are used for an Event.

1.9. **Property Insurance** under which ArenaCo's furniture, fixtures, equipment and inventory and all alterations, additions and improvements that ArenaCo makes to the premises are insured throughout the term of this Arena Use Agreement in an amount equal to the replacement cost thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of ArenaCo's business. The City shall be named as a loss payee under such policy with respect to property insurance covering capital alterations, additions and improvements.

## 2. **Insurance Terms and Conditions.**

2.1. The limits of liability required herein are minimum limits only and such requirement shall not be construed to limit in any way the liability of ArenaCo or of any ArenaCo subcontractor or insurer. All insurance policies, with the exception of Workers Compensation, shall include The City of Seattle as an additional insured for primary and non-contributory limits of liability, subject to a separation of insureds clause. The City shall be entitled to coverage for the full valid and collectible limits of liability, whether

such limits are primary, excess, contingent or otherwise and regardless of whether limits maintained by ArenaCo are greater than those required by this Arena Use Agreement.

2.2. Any deductibles or self-insured retentions must be declared to and approved by City. ArenaCo shall be solely responsible for any claims that fall within the deductible and/or self-insured retention of the above-described policies.

2.3. ArenaCo's insurance coverage shall be primary insurance as respects the City of Seattle and its officers, officials, and employees and shall include a severability of interests (cross liability) clause and a waiver of subrogation in favor of the City of Seattle. Any liability insurance and/or self-insurance maintained by the City of Seattle, or its officers, officials, employees and/agents shall not contribute with ArenaCo's insurance nor benefit ArenaCo in any way.

2.4. Limits specified for General Liability, Automobile Liability, and Employers Liability or "Stop Gap" can be satisfied with any combination of primary and/or excess insurance

2.5. ArenaCo hereby releases the City of Seattle from any and all claims or causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by ArenaCo pursuant to this Agreement.

3. **Evidence of Insurance.** Except for Workers Compensation insurance, on or before the Commencement Date, ArenaCo. shall deliver proof of insurance meeting the requirements set forth in this Arena Use Agreement to the Director. ArenaCo delivers the signed Agreement. The proof of insurance must include the following:

3.1. An ACORD certificate or equivalent form fully disclosing all coverages and limits of liability maintained.

3.2. A copy of the additional insured endorsement or blanket additional insured language to the Commercial General Liability insurance documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability and Products and Completed Operations Additional Insured; a statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.

3.3. A copy of each policy's declarations page and schedule of forms and endorsements.

3.4. Any other policy language or endorsements that documents compliance with the requirements herein, including (if required) CA 99 48 and MCS-90 endorsements.

3.5. At any time upon the City of Seattle's request, ArenaCo shall forward to the City of Seattle a true and certified copy of any insurance policy(s).

**4. City of Seattle's Acquisition of Insurance.** If at any time during the Term, ArenaCo fails to procure or maintain insurance required under this Arena Use Agreement, or to pay the premiums for such insurance, the City of Seattle shall have the right but not the obligation after ten (10) Business Days' prior written notice to ArenaCo to procure the insurance and to pay any and all premiums for such insurance. Any amounts paid by the City of Seattle in connection with the acquisition of insurance shall be immediately due and payable, and ArenaCo shall pay to the City of Seattle upon demand the full amount paid by the City of Seattle.