



VENDOR INSURANCE REQUIREMENTS

All Vendors must procure and maintain at their sole expense and keep in force commencing as of the Delivery Date and throughout the Term, the following insurance with an insurance company authorized to do business in the State and which has a general policy rating of A- or better and a financial class of VII or better, as rated by A.M. Best Company, Inc.

All deductibles shall be in commercially reasonable amounts approved by Burke Mountain Event Company. All Vendors shall furnish to the Burke Mountain Event Company, Inc. original certificates of insurance, evidencing the required insurance, on or before the Effective Date, and thereafter shall furnish new certificates at least twenty (20) days prior to the expiration of any policy.

Coverage Requirements by Line of Insurance

Commercial General Liability:

This insurance shall be written in comprehensive form and shall protect against all claims for bodily injury and property damage arising out of any act or omission of vendor or its agents, employees, or subcontractors.

The liability limits shall be not less than:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

Commercial Automobile Liability:

This insurance shall be written in comprehensive form and shall protect against all claims for injuries to members of the public, employees and damage to property of others arising from the use of motor vehicles, and shall cover operations on or off the site of all motor vehicles, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$1,000,000 Combined Single Limit (each accident)

Workers Compensation and Employer's Liability:

This insurance shall protect against all claims under applicable state workers compensation laws. Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers compensation law.

The liability limits shall be not less than:

Workers Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

Umbrella or Excess Liability Insurance:

To be provided over the primary general liability, automobile liability and employers' liability insurance policies. The following are the minimum required limits.

Occurrence	\$1,000,000 (minimum)
Aggregate	\$2,000,000 (minimum)

Additional Insured and Waiver of Subrogation:

All insurance policies shall include a waiver of any right of subrogation of the insurers against the Burke Mountain Event Company and all mortgagees of Burke Mountain Event Company as allowed by law. All policies of insurance, except with respect to workers compensation, shall name Burke Mountain Event Company 223 Sherburne Lodge Road East Burke, VT 05832 and all mortgagees of Burke Mountain Event Company and Burke Mountain Operating Company as additional insureds, including completed operations, as their respective interests may appear.

Insurance Changes:

Burke Mountain Operating Company may, from time to time, reasonably require changes or endorsements to the Vendor's insurance required herein.

Policies of Insurance:

Vendor shall have the right to satisfy the insurance required by this Article by means of blanket insurance policies, provided that no other loss which may also be insured by the blanket insurance shall affect the insurance coverages required hereby.

All policies of insurance, except with respect to workers compensation and employment practices liability, shall name **Burke Mountain Event Company and Burke Mountain Operating Company 223 Sherburne Lodge Road East Burke, VT 05832** and all mortgagees thereof, as additional insureds, including completed operations, as their respective interests may appear.

All self-insured retentions and deductible amounts shall be subject to prior written approval. Any and all deductibles or co-insurance in the above-described policies or inadequacy of limits for coverage shall be paid by Vendor shall deliver to Burke Mountain Event Company certificates evidencing the required insurance by the Delivery Date in the form of a Certificate of Insurance, and, with respect to renewals of such policies, not later than 20 days prior to the end of the expiring term.

All policies of insurance carried by Vendor shall be primary and non-contributing with any insurance maintained by Burke Mountain Event Company. All policies shall require that the carrier notify the additional insureds, in writing, not less than 20 days before any lapse, nonrenewal, or cancellation.

Burke Mountain Event Company reserves the right to request or receive for review certified copies of any insurance policies to which this Agreement is applicable. The required coverage and/or limits referred to herein shall in no way limit Vendor's liability with respect to its duties and obligations under the Agreement.

Please direct any questions to:

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