

## Insurance

a. At all times during the term of this Agreement, User shall, at its sole expense, maintain insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth in this Section 10.

i. *Commercial Grade General Liability Insurance.* User shall obtain at its own cost and expense, general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) which shall include premises liability coverage, personal and advertising injury coverage and products liability coverage. The policy shall also include medical payments coverage in an amount not less than Ten Thousand Dollars (\$10,000.00). The policy shall have an aggregate amount not less than Two Million Dollars (\$2,000,000.00).

ii. *Automobile Liability Insurance.* User shall maintain an automobile liability policy in an amount not less than One Million Dollars (\$1,000,000.00) which shall provide coverage for any vehicle.

iii. *Worker's Compensation and Employers Liability Insurance.* User shall maintain a workers compensation and employers liability policy providing statutory coverage for workers compensation and coverage for employers liability with minimum limits of \$100,000 bodily injury by accident (each accident), \$100,000 bodily injury by disease (each employee) and \$500,000 bodily injury by disease (policy limit).

iv. *Umbrella Liability Insurance.* User shall maintain commercial umbrella liability insurance in an amount not less than Four Million Dollar (\$4,000,000.00), in a form excess of the Commercial Grade General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation and Employers Liability Insurance set forth herein. Coverage under the Umbrella Liability Insurance shall duplicate and be in excess of the coverage requirements set forth herein.

b. Each of User's insurance policies shall:

i. serve as the primary coverage to the risks associated with or arising out of the services provided under this Agreement, and any insurance policy held by the La Crosse Center shall be excess and noncontributory.

ii. (other than workers compensation and employers liability) name the City of La Crosse and the La Crosse Center and each of their respective officers, employees and agents, as additional insured parties.

iii. provide a waiver of subrogation in favor of the City of La Crosse and the La Crosse Center and each of their respective officers, employees and agents.

iv. state that the City of La Crosse shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by the City of La Crosse and La Crosse Center for the duration of this Agreement.

v. be written by an insurance company with an A.M. Best rating of at least A- VIII, and User shall provide evidence of such insurer's A.M. Best rating upon the La Crosse Center's request.

c. No policies held by User pursuant to this Section 10 shall contain, or be construed to contain, "defense within limits", "wasting", "cannibalizing", or substantially similar language whereby the amount of insurance coverage is reduced by any legal fees incurred pursuant to a covered claim.

d. User shall provide the La Crosse Center with certificates of insurance and written endorsements evidencing all of the above at least thirty (30) days prior to commencement of this Event.