

**City of Stamford**  
**Insurance Requirements – Zody’s 19<sup>th</sup> Hole, LLC**

The Concessionaire shall affect and maintain for the life of this Assignment and Amendment, commercial general liability and automobile liability insurance as shall protect the Concessionaire and the City of Stamford from claims for damages arising out of personal injury, including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Assignment and Amendment, whether such operations/completed operations be by the Concessionaire or any employee or agent thereof. The Concessionaire shall also affect and maintain for the term of this Assignment and Amendment workers’ compensation insurance covering injuries or disease suffered by the Concessionaire’s employees. The workers’ compensation insurance shall comply with all workers’ compensation statutes and regulations in the State of Connecticut. The Concessionaire shall also maintain all risk property, which insures all real and personal property of the Concessionaire from The City of Stamford, and boiler and machinery insurance, valued on a full replacement cost basis. The City’s Risk Manager also reserves the right to require the Concessionaire to affect and maintain other insurance coverage under the Assignment and Amendment that is deemed appropriate or necessary.

The Concessionaire shall provide, at its own cost and expense, documentary proof of the following insurances to the Risk Manager of the City of Stamford:

- A. Workers’ compensation – Statutory, which complies with the workers’ compensation regulations and laws of the State of Connecticut;
- B. Employer’s liability, with minimum limits of liability of \$100,000 for each accident, disease each employee and policy limit for disease;
- C. Commercial general liability, subject to a minimum limit of liability of \$2,000,000 combined single limit for bodily injury and property damage and \$4,000,000 in the aggregate. This requirement can be met with a combination of general liability insurance and excess liability insurance. This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:
  - 1. Premises and operations liability;

2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of this Assignment and Amendment;
3. Broad form contractual liability covering any indemnities contained in this Assignment and Amendment;
4. Personal injury and advertising liability; and
5. Liquor liability;

D. Automobile liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, bodily injury and property damage for the following:

1. Owned vehicles;
2. Hired and leased vehicles; and
3. Non-owned vehicles;

E. All risk property insurance, which covers all real and personal property by the Concessionaire from The City of Stamford. The limits under the all risk property insurance shall be at full replacement cost basis and shall be sufficient to prevent the Concessionaire from incurring a co-insurance penalty because of inadequate limits. The all risk property insurance shall designate The City of Stamford as loss payee for any losses covered under this insurance. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Concessionaire to the full satisfaction of The City of Stamford; and

F. Boiler and machinery insurance, which covers all boilers, pressure-fired and non-pressured vessels, hot water heaters, gas-fired furnaces, electrical equipment and any other machinery and equipment, which is generally insured under a boiler and machinery policy. This insurance shall be on a full replacement cost basis and shall be sufficient to prevent the Concessionaire from incurring a co-insurance penalty because of inadequate limits.

The Concessionaire shall be responsible for repair and/or replacement of all damage and losses to the leased premises, whether insured or not insured. All repairs and / or replacement of damage and losses will be completed as soon as practicable after discovery of the damage and losses by the Concessionaire and The City of Stamford. All repairs and / or replacement of damage and / or losses to the demised premises must be approved by and meet the satisfaction of The City of Stamford.

*The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the commercial general liability and automobile liability insurance policies.*

Thirty (30) days prior written notice shall be provided to the City of Stamford's Risk Manager in the event of cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

Any insurance required hereunder shall be underwritten on a claims made basis, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of the Assignment and Amendment or commencement of the occupancy of the described premises by the Concessionaire, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the described premises or termination of the Assignment and Amendment, whichever is later.

All insurance coverage and certificates of insurance shall be approved by the City's Risk Manager prior to commencement of occupancy of the described premises or execution of the Assignment and Amendment. Other insurance coverages may be required by The City of Stamford, which are predicated upon specific needs.

All such insurance required under the Assignment and Amendment shall contain waivers of subrogation endorsements in favor of The City of Stamford, its employees, agents and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf of The City of Stamford, its employees, agents and officers.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to The City of Stamford as to form or substance, or if any insurance company shall become unsatisfactory to The City of Stamford, the Concessionaire shall promptly obtain a new insurance policy, submit same to the Risk Manager of The City of Stamford for approval and submit a certificate thereof as hereinabove required. Upon failure of the Concessionaire to furnish, deliver or maintain same, this Assignment and Amendment, at the election of The City of Stamford, may forthwith be declared suspended, discontinued or terminated. Failure of the Concessionaire in the above shall not relieve Concessionaire from any and all liability under this Assignment and Amendment, nor shall the insurance

requirements be construed to conflict with the obligations of the Concessionaire concerning its liability or indemnification obligations under this Assignment and Amendment.

The Concessionaire shall provide The City of Stamford with certificates of insurance or original copies of the insurance policies, whichever the Risk Manager for The City of Stamford may require, which contain all requirements in the insurance provision for this Assignment and Amendment.