

Taste of Hudson 2008

Participant Insurance Requirements Adendum “B”

➤ **Liability and insurance**

PARTICIPANT will maintain and pay all premium costs for the following insurance coverage in amounts not less than as follows: Proof of all insurance to be provided as indicated in “f” below.

- a. Commercial General Liability Insurance for the limits of not less than \$1,000,00.00 per occurrence bodily injury and property damage combined;
Personnel and Advertising injury, \$1,000,000.00 per occurrence;
Aggregate Products and completed Operations liability \$2,000,000.00;
Fire legal liability, \$1,000,000.00; and General Aggregate limit per location, \$2,000,000.00.
This policy shall be written on an occurrence basis with no deductible.
- b. Automobile Liability Insurance with a limit of not less than \$1,000,000.00 combined and covering all owned and non-owned and hired vehicles that will be used to service PARTICIPANTS festival booth/tent space.
- c. Additionally, satisfactory evidence of Workman’s Compensation should be provided to TOH evidencing coverage of any employee or other affiliate of PARTICIPANT that will be working at the festival on behalf of the PARTICIPANT.
- d. **All policies shall be endorsed to name A Taste of Hudson, Inc., respective officers, agents, contract employees, partners, directors, and employees, the City of Hudson and Village First Development Company as “Additional Insured” with respect to any claims arising from PARTICIPANT’s operations.** Further, coverage for the “Additional Insured” will apply on a primary basis irrespective of any other insurance, whether collectible or not, only to the extent of PARTICIPANT liability. Should any additional premium be charged for such coverage or waivers, PARTICIPANT will be responsible to pay said additional premium charge to their insurer. All insurance furnished by PARTICIPANT hereunder will be in full force and effect during the Term and for a period of two years thereafter.
- e. PARTICIPANT will deliver to TOH satisfactory evidence of the fore-described insurance coverage on a certificate form approved by TOH plus one (1) copy of

the policies. All required insurance will be placed with carriers licensed to do business in the State of Ohio and rated no lower than A- in the most current addition of A.M. Best's Key rating guide, and will provide Thirty (30) days written notice of cancellation which notice shall be forwarded to TOH.

- f. PARTICIPANT shall defend, indemnify, and hold harmless TOH and their respective officers, trustees, employees, agents or shareholders, from and against any suits, claims, demands, losses, or expenses, including reasonable attorney fees, arising out of or resulting from any negligence, wrongful conduct or acts or omissions of PARTICIPANT, or its agents, employees, representatives or subcontractors in the performance of this agreement, except if caused by sole negligence or intentional misconduct of TOH.