



MEDIA PRODUCTION COMPANY INSURANCE REQUIREMENTS

Throughout the Term of the Agreement, the Production Company shall obtain and continuously maintain, at its own cost and expense, and require each of its own subcontractors to obtain and maintain the following types and amounts of insurance:

1. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability Insurance with minimum limits of:
 - \$1,000,000 Each Accident;
 - \$1,000,000 Disease - Each Employee;
 - \$1,000,000 Disease - Policy Limit.
2. An Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage with minimum limits of:
 - \$1,000,000 Per Occurrence;
 - \$2,000,000 General Aggregate;
 - \$2,000,000 Products/Completed Operations Aggregate.
3. Automobile Liability Insurance, covering owned, non-owned, leased or hired autos, with a minimum combined single limit of \$1,000,000 Each Accident.
4. Media Liability or equivalent Errors & Omissions Liability Insurance, with a minimum limit of \$5,000,000 Each Claim to cover third-party claims of intellectual property rights infringement including but not limited to infringement of trademark, copyright, trade name, trade dress, slogan, and rights of publicity claims.
5. Umbrella Liability Insurance, in excess of 1, 2 & 3, with minimum limits of:
 - \$5,000,000 Each Occurrence;
 - \$5,000,000 General Aggregate.

Umbrella policies must follow the form of the underlying policies.

6. All-Risk Property insurance covering all property owned, borrowed or rented by Production Company for use in connection with production (including equipment, furniture, fixtures, inventory, merchandise and business personal property) written on a full replacement cost basis. Such a policy shall include a waiver of subrogation provision and Production Company agrees to waive its carrier's right of subrogation against the FSE Additional Insureds (as defined below).

All insurance policies must be issued by an admitted carrier with an A.M. Best rating of A-8 or higher. The following entities must be listed as additional insureds (“FSE Additional Insureds”):

- Fremont Street Experience (“FSE”)
- DTZIP LLC
- Fremont Street Experience Parking Corporation
- The Las Vegas Metropolitan Police Department
- The City of Las Vegas

Key Requirements:

1. Coverage:

- Include Commercial General Liability, Commercial Automobile Liability, Media Liability, and Umbrella/Excess Liability.
- Provide Cross Liability coverage (separation of insureds).
- Coverage must be primary and non-contributory.

2. Exclusions/Limitations:

- No third-party-over action exclusions.
- No self-insured retention or deductibles exceeding \$25,000. Deductibles are the Production Company’s responsibility.

3. Waivers & Notifications:

- Policies must include a waiver of subrogation for FSE Additional Insureds.
- Provide 30 days’ written notice to FSE for cancellations or non-renewals.

4. Certificates & Policy Review:

- Submit certificates of insurance to FSE before services begin.
- Policies or endorsements must be provided upon request.

5. Claims-Made Policies:

- Maintain coverage for three years after the agreement ends and submit annual proof of coverage.

FSE reserves the right to review and adjust insurance requirements annually. Receipt of non-compliant insurance documentation does not waive or modify the stated requirements.

Indemnity:

To the fullest extent permitted by law, Production Company shall hold harmless, indemnify and defend the FSE Additional Insureds (as defined above) from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney’s fees (“Claims”) arising out of or occasioned by, or in any way connected with the work or services called for by this Agreement. Nothing contained in this indemnity agreement shall be construed to require the Production Company to indemnify an FSE Additional Insured to the extent a Claim was caused by the negligence or willful misconduct of the FSE Additional Insured seeking to be indemnified. This indemnity agreement shall survive the termination of the Agreement.