

MARIETTA COLLEGE FACILITIES USE AGREEMENT

ATTACHMENT A – INSURANCE REQUIREMENTS

At least twenty-one days prior to the use of any and all facilities, equipment, and/or other Marietta College property, the Entity shall furnish a Certificate(s) of Insurance listing the College as additional insured for the event, and if requested by the College, copies of the Entity's insurance policy(ies), reflecting the existence of the following insurance coverage with limits of liability not less than set forth below. The College shall be identified on the certificate(s) and all notices required by this Agreement which shall be delivered to Marietta College, Conference Services, 215 Fifth Street, Marietta, Ohio 45750, Fax 740.376.8735.

The Certificate of Insurance should list the additional insured as follows:

"Marietta College, its directors, officers, employees or volunteers are listed as additional insured with respects to general liability with regards to aforementioned event. Waiver of subrogation is provided in favor of Marietta College, its directors, officers, employees, or volunteers."

The coverage shall contain no special limitations on the scope of protection afforded to Marietta College, its directors, officers, employees, or volunteers.

REQUIRED INSURANCE COVERAGES

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| 1. Commercial General Liability | \$2,000,000 each occurrence
\$2,000,000 annual aggregate |
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Bodily injury, property damage, personal injury, advertising injury, broad-form contractual liability, products and completed operations. Commercial General Liability Insurance limit and Auto Liability Insurance limit of liability requirements may be satisfied by the purchase and maintenance of any combination of primary, excess, or umbrella insurance. If activities to be sponsored or performed by, on behalf of, or at the request of Entity on College property or in the College facilities have the potential to result in or to give rise to a claim alleging or loss involving abuse or molestation, contamination or pollution, or third-party discrimination, then the Commercial General Liability policy(ies) shall cover such losses or claims, or Entity shall purchase and maintain one or more separate insurance policies to cover such losses or claims with limits of liability not less than the Entity's Commercial General Liability policy(ies).

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| 2. Auto Liability | \$2,000,000 | Combined single limit, bodily injury and property damage
Owned, Non-owned and Hired Automobile Liability |
| 3. Medical Professional Liability | \$1,000,000
\$2,000,000 | Per claim bodily injury and contractual liability
Annual aggregate |
| 4. Employers Liability* | \$1,000,000/\$1,000,000/\$1,000,000 | * Required if Entity's employees or employer has any involvement in the Event |
| 5. Ohio Workers' Compensation* | | Statutory compliance required |
| 6. Property Insurance covering all personal property used or owned by Entity | | |

GENERAL INSURANCE REQUIREMENTS

1. All insurance required hereunder shall be placed with insurance companies rated at least equal to the A.M. Best's Key Rating of A-, financial size of VIII and licensed to do business in Ohio, and where commercially feasible, admitted to do business in Ohio; shall incorporate a provision requiring the insurer to endeavor to provide written notice to the College at least thirty (30) days prior to the cancellation or non-renewal of applicable policy limits and/or material modifications of any such policies as evidenced by return receipt of United States certified mailed the College; shall be subject to the College's review and acceptance provided that College's review and acceptance of any insurance purchased and maintained by the Entity or a Certificate of Insurance evidencing such insurance, shall not constitute the College's approval of such insurance or the College's agreement that such insurance satisfies the insurance requirements of this Agreement.

2. The College and its trustees, employees, officers, directors, volunteers, agents, and representatives shall be named as additional insureds on Entity's Commercial General Liability policy (including Employers Liability), Automobile policy and Umbrella/Excess policy with respect to liability arising out of the Entity's operations or in connection with the Entity's use of the College Facilities.

3. The minimum limits of liability of the insurance required hereunder shall not be construed to affect the limit of insurance afforded Entity or any additional insured person or party under such policies; language in any insurance policy purchased by Entity limiting the limit of liability thereunder to any minimum limit required in this Agreement shall not apply. The types and limits of insurance to be purchased and maintained by Entity pursuant to this Agreement shall not be deemed to constitute a limitation of the Entity's liability hereunder, or otherwise to limit or affect Entity's indemnification obligations hereunder; by requiring insurance herein, the College does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Entity. The College shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any personal property used or owned by Entity or that of any event attendee.

4. The insurance required hereunder shall be primary to any insurance, self-insurance or self-funding arrangement maintained by the College which shall not contribute therewith. There shall be severability of interests under the insurance policies required of Entity by this Agreement which shall provide cross-liability coverage. The Entity shall be responsible for the payment of any and all deductible(s) or retention(s) under the insurance policy(ies) purchased and maintained by it pursuant to this Agreement.

5. Entity and College, for themselves and on behalf of their respective insurers, do hereby waive any recovery of damages against each other (including their trustees, employees, officers, directors, volunteers, agents, or representatives) for loss or damage to the Facility, or building(s) in which the Facilities are located, including any improvements, and betterments, fixtures, equipment, and any other personal property of the parties to the extent covered by the parties' respective Commercial Property insurance, or which could have been covered by Commercial Property insurance reasonably available at the date of commencement of the Agreement, including that coverage available under an ISO Special Causes of Loss coverage form. If the Commercial Property insurance purchased by the College and/or the Entity does not allow the insured to waive rights of recovery against others prior to loss, each party shall cause its insurance policy to be endorsed with a waiver of subrogation as required herein.