



MOSCONE CENTER

SAN FRANCISCO / MOSCONE.COM

MOSCONE CENTER INSURANCE REQUIREMENTS

Without in any way limiting Licensee's liability pursuant to the indemnification section of this Agreement, Licensee shall at its own expense secure and maintain the insurance listed below through the term of this Agreement, including move-in and move-out days. All such insurance shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this paragraph.

1. **Workers' Compensation Insurance**
2. **Employer's Liability Insurance:** With limits not less than \$1,000,000 each accident, covering injury or death to any employee which may be outside the scope of workers' compensation insurance. (This coverage is usually included in workers' compensation insurance.)
3. **Commercial General Liability Insurance:** With limits not less than \$3,000,000 each occurrence, combined single limit, for bodily injury and property damage including coverage for personal injury, contractual, operation of mobile equipment, products and liquor liability (if applicable).
4. **Commercial Automobile Liability Insurance:** With limits not less than \$1,000,000 each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles including loading and unloading operations.

If Licensee maintains broader coverage and/or higher limits than the minimums outlined above the Moscone Parties require and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Moscone Parties.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence, accident, injury or illness limits specified above.

Note: Commercial General Liability and Commercial Automobile Liability insurance policies required by agreements for use of The Moscone Center shall name on the policy additional insureds:

- i. The City and County of San Francisco
- ii. SMG
- iii. ASM Global Parent, Inc.
- iv. The Moscone Center Joint Venture
- v. The Trustees of the Moscone Center Project
- vi. All directors, members, officers, agents, employees, affiliates, and subsidiaries of each of the above.

Note: Certificate Holder should read as follows:

The City and County of San Francisco/SMG/ASM Global Parent, Inc.
747 Howard Street
San Francisco, California 94103



MOSCONE CENTER

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For any claims related to this Agreement, Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to the Moscone Center Parties. Any Insurance or self-insurance maintained by the Moscone Center Parties shall be excess of Licensee's insurance and shall not contribute with it.

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-, VIII, unless otherwise acceptable to Operator.

Self-insured retentions must be declared to and approved by the Operator in writing. The Operator may require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or Operator.

Certificates of Insurance. Copies of all mandatory endorsements, a copy of the Declarations and Endorsements page listing all policy endorsements and, if requested, complete copies of policies, satisfactory to Operator, shall be furnished to Operator sixty (60) days before the first contracted day. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to Operator.

Operator reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The Certificates of Insurance should be forwarded to:

Moscone Center
747 Howard Street
San Francisco, California 94103

Attention: Lori Rombach
lrombach@moscone.com

CERTIFICATE OF INSURANCE

ISSUE DATE:

PRODUCER:
Name of Insurance Company & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER OTHER COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

INSURED: Event Name As Is On License Agreement & Address

COVERAGES AND LIMITS

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	DESCRIPTION	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMM. GENERAL LIAB. <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACT'S PROT <input type="checkbox"/> _____				GENERAL AGGREGATE PROD-COMP/OP AGG. PERS & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (One Fire) MEDICAL EXPENSE (One Pex)	\$6 million \$6 million \$6 million \$6 million \$100,000 \$5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	\$1 million
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	\$1 million \$1 million \$1 million
	OTHER INSURANCE					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

- (1) Additional Insureds: The City and County of San Francisco; SMG; ASM Global Parent, Inc.; The Moscone Center Joint Venture; The Trustees of the Moscone Center Project; All directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above. (Endorsement required)
- (2) Liability insurance is primary and applies separately to each insured, except with respect to limits of liability. (Endorsement required)
- (3) Endorsements must be attached with the Certificate.
- (4) License Agreement dates must include Move-In Days, Event Days and Move-Out Days

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City and County of San Francisco
 SMG/ASM Global Parent, Inc.
 74 7 Howard Street
 San Francisco, CA 94103

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 (See contract requirements for any changes to this Section.)

AUTHORIZED REPRESENTATIVE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
The City and County of San Francisco, SMG, ASM Global Parent, Inc., The Moscone Center Joint Venture, The Trustees of the Moscone Center Project, All directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMPANY NAME:
NAMED INSURED:
POLICY NUMBER:

THE ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — SCHEDULED PERSON OR
ORGANIZATION**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**THE CITY AND COUNTY OF SAN FRANCISCO; SMG; ASM GLOBAL PARENT, INC.,
THE MOSCONE CENTER JOINT VENTURE; THE TRUSTEES OF THE MOSCONE
CENTER PROJECT; ALL DIRECTORS, MEMBERS, OFFICERS, AGENTS,
EMPLOYEES, AFFILIATES AND SUBSIDIARIES OF EACH OF THE ABOVE**

WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO THE LIABILITY ARISING OUT OF "YOUR WORK" FOR THAT INSURED BY OR FOR YOU.

FURTHERMORE, THE FOLLOWING IS ADDED TO SECTION IV AUTOMOBILE LIABILITY CONDITIONS PARAGRAPH 4. OTHER INSURANCE

4. OTHER INSURANCE

- d) THIS INSURANCE IS PRIMARY FOR THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECTS TO LIABILITY ARISING OUT OF OUR WORK FOR THAT INSURED BY OR FOR YOU. OTHER INSURANCE AFFORDED TO THAT INSURED WILL APPLY AS EXCESS AND NOT CONTRIBUTE AS PRIMARY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

(INSERT OTHER ENDORSEMENT ITEMS AS REQUIRED BY THE CONTRACT.)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The City and County of San Francisco, SMG, ASM Global Parent, Inc., The Moscone Center Joint Venture, The Trustees of the Moscone Center Project, All directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>The City and County of San Francisco, SMG, ASM Global Parent, Inc., The Moscone Center Joint Venture, The Trustees of the Moscone Center Project, All directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.