

## **INSURANCE / INDEMNITY - New Year's Eve**

Broadcasters shall effect and maintain the following insurance and terms and conditions with respect to the event and the use of the Times Square's Media Platform:

### Commercial General Liability

- Including Contractual and Products / Completed Operations insurance.
- Limits: 1,000,000 Bodily Injury and Property Damage Combined Single
- Limit; 2,000,000 General Aggregate (Per Event)

### Business Automobile Liability

- Including Owned / Leased, Non-Owned and Hired Car Coverage.
- Limits: 1,000,000 Bodily Injury and Property Damage Combined Single Limit (No Aggregate)

### Workers Compensation

- Including Employers Liability
- Limits: Statutory - Workers Compensation; 1,000,000 Employers Liability (or unlimited)
- Umbrella Excess Liability - excess of General / Automobile and Employers Liability and coverages as listed above.
- Limits: 5,000,000 Each Occurrence; 5,000,000 Aggregate (Where Applicable)

### Certificates of Insurance

- The above insurance shall be evidenced under a standard Insurance Services Office Certificate of Insurance requiring no less than 30 days notice in the event of cancellation or material change of any subject policies.

### Insurance Company Qualification

- Insurance shall be provided by Insurance Companies licensed and admitted to do business in the State of New York with an A.M. Best & Co. rating of not less than A-, VIII and a policyholders unencumbered surplus of not less than \$50,000,000.

### All Risk Property Insurance / Contractors Equipment

- Broadcasters shall purchase and maintain All Risk of Physical Loss coverage regarding their own equipment, machinery, vehicles and tools while on the Media Platform and/or used for this event.
- Additional Insured - Hold Harmless
- Broadcasters shall name Times Square District Management Association, Inc. and the City of New York as Additional Insured with respect to General and Umbrella / Excess Liability Insurance and shall hold the Times Square District Management Association, Inc. and the City of New York harmless from any claims

resulting from this event except for claims involving sole negligence of Times Square District Management Association, Inc. or the City of New York.