

CERTIFICATE OF INSURANCE REQUIREMENTS

Unless otherwise waived by Property Manager in writing, User (together with all vendors) will carry and maintain at its sole cost and expense, **Commercial General Liability Insurance covering the Facility and User's use thereof against claims for bodily injury or death, property damage and personal and advertising liability occurring upon, in or about the Facility, such insurance to afford protection for injury to or death of any number of persons arising out of any one occurrence, for any instance of property damage or claim for personal or advertising injury of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

Notwithstanding the foregoing, Property Manager reserves the right to reasonably require User to carry additional coverages, or higher limits, based on the nature of User's proposed activity at the Facility. The insurance coverage required hereunder shall include contractual liability coverage to insure any liability of User arising out of the indemnities provided for in this Agreement and shall include the following parties (and others as Operator and/or Property Manager may reasonably designate from time to time) as additional insured parties (collectively, the "**Additional Insured Parties**"):

Horseman's Park, its officers, officials, agents, employees, and volunteers, Bert and Megan McGill, AEC Management LLC, its employees, officers, officials, agents, and volunteers, and Clark County, its officers, officials, agents, employees and volunteers.

The coverage afforded the Additional Insured Parties shall be primary over and non-contributory with any other valid and collectable insurance available to the Additional Insured Parties, and User's policies of insurance shall contain a clause pursuant to which User's insurance carrier(s) waive all rights of subrogation against the Additional Insured Parties with respect to losses payable under such policies.

All policies of insurance required hereunder shall be evidenced by certificates of insurance issued in form reasonably acceptable to Property Manager, issued by an insurance carrier qualified to do business in the State of Nevada and otherwise reasonably acceptable to Property Manager. Such certificates of insurance shall be delivered to the Coordinator no later than thirty (30) days

prior to User's scheduled event, and, in any case, delivery of such certificates of insurance shall be a prerequisite to any obligation of Property Manager to provide User with access to the Facility for User's event(s).