# "Top of the Ritt"
# Insurance/Indemnity Requirements

**Insurance:** Licensee agrees that it shall maintain for the duration of the Event (plus set-up and clean-up) general commercial liability insurance coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 in the general aggregate. Such insurance policies shall name Licensor, its members, agents, and employees as additional insureds under the policy for all liability arising out to the Event and use of the Building, and waiving any subrogation rights against Licensor. Such insurance policies shall be carried with companies licensed to do business in the State of California, reasonably satisfactory to Licensor, and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Licensor. Such insurance policies shall provide that (i) Licensee's insurance shall be primary and non-contributing with any other valid and collectible insurance or self insurance available to Licensor, (ii) the inclusion of more than one insured under the policy shall not operate to impair the rights of one insured against another insured, (iii) the coverage's afforded by the insurance, except for the limits of such insurance, shall apply as though separate policies had been issued to each insured. Licensee shall deliver to Licensor duly executed certificates of insurance upon request, and at least two (2) weeks prior to Event.

All certificates of insurance should be sent to "Top of the Ritt" attn: Monica, c/o 660 High St, Santa Cruz, CA 95060 and must reference (1) date of event, (2) Licensee's name, address, phone number and email contact information.

**Indemnity:** Licensee does hereby agree to defend, release, indemnify and hold harmless Licensor, its members, officers, agents, and employees from and against any and all claims, demands, liability, fines, penalties, judgments damages, expenses (including reasonable attorneys' fees and court costs) and awards arising out of or in connection with (i) any injury or damage to any person or property occurring in, on, or about the Facility or the Building to the extent such injury or damage is caused by any act or omission of Licensee, its agents, contactors, employees, guests, or invitees, or (ii) any breach or default in the performance of any obligation on the Licensee's part to be performed under the Agreement: except to the extent arising from the gross negligence or willful misconduct of Licensor, its members, officers, agents, or employees.