

EXHIBIT B INDEMNIFICATION AND INSURANCE

INDEMNIFICATION. Lessee shall defend, indemnify, and hold harmless the City of La Crosse, and each of its officers, officials, employees and agents, from any and all claims, actions, damages, liability, and expenses which (i) are alleged to arise from or are in connection with Lessee's use or occupancy of the Premises, (ii) arise from or are in connection with any act or omission of Lessee or its agents, invitees or customers, (iii) result from any default, breach, violation or non-performance of this Agreement by Lessee, or (iv) result in personal injury or property damage sustained in or about the Premises.

INSURANCE. Unless otherwise specified in this Agreement, Lessee shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

- a. *Worker's Compensation and Employers Liability Insurance.* Lessee shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Lessee shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employers liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
- b. *Commercial General Liability and Automobile Liability Insurance.* Lessee shall provide and maintain the following commercial general liability and automobile liability insurance:
 - i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
 - ii. Lessee shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.
 3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

- c. *Professional Liability Insurance.* When Lessee renders professional services to the City under the Agreement, Lessee shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Lessee's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
- d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Lessee; products and completed operations of Lessee; premises occupied or used by Lessee ; and vehicles owned, leased, hired or borrowed by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of City.
 - ii. For any claims related to this Agreement, Lessee's insurance shall be primary insurance with respect to City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its elected and appointed officers, employees or authorized representatives or volunteers.
 - iv. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the Lessee, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to City.
 - vi. Such liability insurance shall indemnify City, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Lessee for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
 - vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to City and shall have a minimum AM Best's rating of A- VIII.
- e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by City. At the option of City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- f. *Evidences of Insurance.* Prior to execution of the Agreement, Lessee shall file with City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.
- g. *Sub-Leases.* In the event that Lessee employs other lessees (sub-lessees) as part of this Agreement, it shall be the Lessee's responsibility to require and confirm that each sub-lessee meets the minimum insurance requirements specified above.
- h. *Amendments.* City may amend its requirements for insurance upon sixty (60) days written notice. Lessee shall procure updated insurance to comply with the new requirements of City. Lessee may appeal any requirement to amend the insurance coverage to City who may, in its sole discretion, mutually agree to waive such changes.
