

Exhibit B-1—Exchange Club Insurance Limits and Coverages

Pursuant to Section 4.B of the Agreement, the Exchange Club shall obtain and maintain in full force and effect insurance of the types and in the amounts listed below:

A. Commercial General, Dram Shop and Umbrella Liability Insurance. The Exchange Club shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate, subject to annual inflationary increases at the discretion of the Village. If such CGL insurance contains a general aggregate limit, it shall apply separately to Ribfest. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Exchange Club shall also maintain liquor liability and Dram Shop liability coverage with a limit not less than \$1,000,000 per occurrence, subject to annual inflationary increases at the discretion of the Village. The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, or reasonable substitute equivalent, the Exchange Club waives all rights against the Village and their respective officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to this event and/or the Exchange Club's use of the premises.

B. Business Auto and Umbrella Liability Insurance. If applicable, the Exchange Club shall maintain business auto liability in the amount of no less than \$1,000,000 combined single limit and commercial umbrella liability insurance with a limit of not less than \$4,000,000 each accident, subject to annual inflationary increases at the discretion of the Village. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 05. CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. Contracted bus companies retained by the Exchange Club to provide shuttle service as contemplated by Section 3.R. of the Agreement shall provide Business Auto insurance in an amount not less than \$10,000,000 combined single limit naming the Village of Romeoville as an additional insured.

C. Worker's Compensation Insurance. If applicable, the Exchange Club shall maintain workers' compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

D. The Exchange Club shall obtain fireworks liability insurance coverage in an amount not less than \$1,000,000.00 naming the Village as an additional insured. The pyrotechnic company contracted by the Exchange Club to provide fireworks displays at any Ribfest shall provide a Fireworks Liability insurance certificate in an amount not less than \$10,000,000.00 naming the Village as an additional insured.

E. General Insurance Provisions

1. Evidence of Insurance. Prior to using the Event Site, the Exchange Club shall furnish the Village with a certificate(s) of insurance naming the Village of Romeoville as an additional insured and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested. Neither the Exchange Club nor any of its contractors, subcontractors or vendors shall have any access to the Event Site unless and until evidence of insurance complying with the foregoing shall first be presented to the Village. Failure to maintain the required insurance may result in termination of this agreement at the Village's option. The Exchange Club shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

2. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject such insurance for having been written by an insurer it deems unacceptable.

3. Cross-Liability Coverage. If the Exchange Club's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under any Exchange Club insurance coverage must be declared to the Village. At the option of the Village, the Exchange Club may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Costs of Insurance. This insurance will be considered an expense of Ribfest and will be paid from Ribfest proceeds.

E. Contractors, Subcontractors, and Vendors. The Exchange Club shall cause each contractor, subcontractor, and vendor employed by the Exchange Club to purchase and maintain insurance of the type specified above in this Exhibit B-1. When requested by the Village, the Exchange Club shall furnish copies of certificates of insurance evidencing coverage for each contractor, subcontractor, or vendor. Contractors, vendors and subcontractors shall name the Village of

Romeoville as an additional insured under all such insurance.