

Minimum Insurance Requirements for Third Parties

Third parties (including contractors, vendors, promoters, manufacturers' reps) shall provide evidence of inforce insurance coverage prior to commencement of any agreement with Killington/Pico Ski Resort Partners, LLC (KPSRP) to perform a job or conduct an activity, and before their employees or agents are allowed to enter on KPSRP premises. All third parties shall be solely responsible for the safety of their employees, agents, and volunteers and shall abide by all applicable OSHA/VOSHA regulations at all times.

All insurance policies must be obtained from companies duly licensed to do business in Vermont with a BEST Guide rating of A-VII or better and must be written on forms acceptable to KPSRP. Policies shall provide a waiver of subrogation and shall include a provision requiring a minimum of 30 days written notice to KPSRP of any change, cancellation or non-renewal of any insurance policy.

The following minimum insurance coverage and limits shall be required unless otherwise specifically authorized by management. KPSRP may, in their sole discretion, require additional coverage and/or increased limits. Please check with your KPSRP representative for details.

1. Comprehensive General Liability Insurance

\$2,000,000 General Aggregate Limit / \$1,000,000 Each Occurrence Limit; \$1,000,000 Products-Completed Operations Aggregate Limit; \$500,000 Personal & Advertising Injury Limit; \$50,000 Fire Damage Limit

✓ CGL policy shall be endorsed to provide primary insurance coverage as certificate holder, for **Killington/Pico Ski Resort Partners, LLC, 4763 Killington Road Killington VT 05751**, in the event of any loss or claim with respect to the third party's operations and activities on KPSRP premises

✓ Certificate of insurance shall indicate coverage is in force for additional insureds and certificate holders and shall be shown as:

Killington/Pico Ski Resort Partners, LLC; Killington Mountain Resort Holding Company Inc., Powdr SPLC Holding Company, Killington Restaurants, Inc., Uplands Water Company, SS Associates LLC, SP Land Company, Ski Partners, LLC, Ski Partners II LLC, Powdr Corp. and all parents, subsidiaries, affiliates, members, shareholders, successors, assigns, and related entities

✓ Certificate shall state: "This insurance shall act as primary insurance to that of the additional insured as respects operations of the named insured." A copy of the endorsement shall be provided with the certificate.

2. Workers' Compensation / Employer's Liability Insurance

As required of employers per Vermont state statute. Individuals and businesses not required by law to carry workers' compensation insurance must sign and submit KPSRP's Workers' Compensation Insurance Certification form.

3. Automobile Liability Insurance

Depending on the job, event or activity, Auto Liability insurance may also be required with minimum limits of \$250,000 / \$500,000 Bodily Injury Liability and \$250,000 Property Damage Liability OR Combined Single Limits of \$500,000 for all owned and non-owned vehicles for claims that may arise in conjunction with third party's operations and activities on KPSRP's premises. KPSRP shall make a determination about auto liability insurance requirements on a case-by-case basis. Check with your KPSRP representative for details.