EXHIBIT B

*Revised May 2019*

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)[a]

LESSEE shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability shall be included with a minimum limit of $500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Additionally, if alcohol is served in the execution of this Contract, then LESSEE shall maintain Liquor Liability coverage in the minimum amount of $1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then LESSEE shall maintain Garage Keepers Liability coverage in the minimum amount of $1,000,000 per occurrence.

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by University. LESSEE shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage

a. University of Louisiana at Lafayette ("University"), The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as

[a] University recommends that Lessee provide a copy of this Exhibit B to its insurance broker in order to ensure that all required coverages are obtained.

regards negligence by the LESSEE. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to University, Board, and their respective officers, agents, employees, and volunteers.

b. The LESSEE's insurance shall be primary as respects University, Board, and their respective officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by University and Board shall be excess and non-contributory of the LESSEE's insurance.

c. The LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against University, Board, and their respective officers, agents, employees, and volunteers, for losses arising from or in connection with the LESSEE's operation and use of the leased premises.

3. All Coverages

a. Coverage shall not be canceled, suspended, or voided by either party (the LESSEE or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the LESSEE's policy.

b. The insurance companies issuing the policies shall have no recourse against University for payment of premiums or for assessments under any form of the policies.

c. Any failure of the LESSEE to comply with reporting provisions of the policy shall not affect coverage provided to University, Board, and their respective officers, agents, employees, and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the LESSEE shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance ("Certificate") as required in the Contract.

E. VERIFICATION OF COVERAGE

LESSEE shall furnish University with Certificates reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by University before the LESSEE's operation or use of the leased premises.

In addition to the Certificates, LESSEE shall submit the declarations page and the cancellation provision endorsement for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the LESSEE to furnish, deliver, or maintain such insurance as above provided, this Contract, at the election of University, may be suspended, discontinued, or terminated. Failure of the LESSEE to purchase and/or maintain any required insurance shall not relieve the LESSEE from any liability or indemnification under the Contract. Failure of the LESSEE to provide compliant Certificates, or any acceptance by University of a non-compliant Certificate, shall not release LESSEE from its obligations under these insurance requirements.

F. SUB-LEASES

If sub-leases are acceptable to University, LESSEE shall include all sub-lessees as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each sub-lessee. Sub-lessees shall be subject to all of the requirements stated herein. University reserves the right to request copies of sublessees' Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event LESSEE is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that LESSEE, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents, and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of LESSEE, its owners, agents, and employees. The parties further agree that LESSEE is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. LESSEE hereby agrees to protect, defend, indemnify, and hold the State of Louisiana, its departments, agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

LESSEE agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards, and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of LESSEE, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by LESSEE as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of

action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees, and volunteers.

LESSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.