

INSURANCE (Exhibit Hall)

The following name and address must be listed as additional insured: **Gaughan South LLC dba South Point Hotel and Casino, 9777 S. Las Vegas, Blvd., Las Vegas, Nevada 89183** and an insurance certificate must be in HOTEL'S office before Move-In or before any work is performed at the HOTEL on behalf of /or by the CLIENT. "CLIENT represents that it does carry and will continue to carry, with insurance companies rated "A-" or better by A.M. Best Rating Company the following insurance coverage continuously during the life of this agreement":

"A-" means the insurance carrier is rated "Excellent" as respects to meeting its obligations to policyholders and you want to make sure the company has sufficient financial capacity to provide the necessary policy limits to insure their risks.

A. Prior to the time CLIENT is entitled to any right of access to or use of the Premises, CLIENT shall procure, pay for and maintain the following insurance written by companies authorized in the State of Nevada and acceptable to HOTEL.

1. Worker's Compensation with statutory limits; Employer's Liability with minimum limits for bodily injury:

(a) By accident, \$100,000 per accident

(b) By disease, \$100,000 per employee with a per policy aggregate of \$500,000.

2. Commercial General Liability Insurance including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Policy shall include Fire Legal Liability with a limit of \$250,000 per occurrence. If this insurance is written on claims-made form, coverage shall be continuous (by renewal or extended or extended reporting period) for not less than twenty-four (24) months following occurrence of the Event. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Agreement.

HOTEL shall be named as an additional insured by using endorsement CG2026.

3. Business Automobile Liability Insurance providing coverage following the form of the primary liability coverages required hereinabove with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

HOTEL shall be named as an additional insured by using endorsement CA2048.

4. "Umbrella": An Excess Liability Insurance providing coverage following the form of the primary liability coverages required hereinabove with a minimum combined bodily injury (including death) and property damage limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

HOTEL shall be named as an additional insured by using endorsement CG2026.

B. Each insurance policy required above shall include the following required provisions within the body of the insurance contract or by endorsement to the policy.

1. The term of this insurance is for the duration of this Agreement, which includes the period from the right of access to setup by CLIENT through the period allowed for CLIENT'S removal of property.
 2. Companies issuing the insurance policies shall have no recourse against the HOTEL for payment of any premiums or assessments for any deductible, which all are at the sole responsibility and risk of CLIENT.
 3. The term "HOTEL" shall include all board members, officers, shareholders, employees or agents of HOTEL.
 4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the HOTEL to any such future coverage, or to HOTEL'S self-insured retention of whatever nature.
 5. Each policy shall require that thirty (30) days prior to the cancellation or any material change in coverage, a notice thereof shall be given to HOTEL by certified mail.
 6. CLIENT hereby waives subrogation rights for loss or damage against HOTEL, its officers, agents, and employees for personal injury (including death), property damage or any other loss.
- C. HOTEL reserves the right to review the insurance requirements during the effective period of the Agreement and to adjust insurance coverage's and limits when deemed necessary and prudent by HOTEL.
- D.
1. Without limiting any of the other obligations or liabilities of the CLIENT, the CLIENT shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the term of the contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above in Section C of this Insurance Section. As an alternative, the CLIENT may include its subcontractors as additional insured on its own coverage as prescribed under these requirements. In the event that the Subcontractors are included as additional insured, the CLIENT agrees to provide Worker's Compensation for Subcontractors and their employees.
 2. The CLIENT shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The CLIENT must retain the certificate of insurance for the duration of the contract and shall have the responsibility of enforcing these insurance requirements among its subcontractors. HOTEL shall be entitled, upon request and without expense, to receive copies of these certificates.