EXHIBIT D

INSURANCE REQUIREMENTS

SEC. 1. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must ensure that its insurance carriers provide the Service, solely for the benefit of the Service, **an unconditional 30 days advance notice** of cancellation in coverage or policy terms for all property insurance. Concessioners must provide the Service with a 30-day notice of cancellation on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without additional cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum Liability Coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or "Umbrella" liability as explained below.

(a) Commercial General Liability

(1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$2,000,000
Per Occurrence	$1,000,000
Personal and Advertising Injury Liability	$1,000,000
Medical Payments	$5,000
Damage to Premises Rented to You	$5,000

(2) The liability coverages may not contain the following exclusions/limitations:

Athletic or Sports Participants
Products/Completed Operations
Personal & Advertising Injury exclusion or limitation
Contractual Liability
Explosion, Collapse and Underground Property Damage exclusion
Total Pollution exclusion

(3) Pollution liability insurance coverage must be included for injuries resulting from smoke, fumes, vapor, or soot, or other contaminants arising from equipment used to heat the building or from a hostile fire.

(4) If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," utilizing Symbols 7, 8 and 9, including garage operations for products and completed operations. Garage-keepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9."

Combined Single Limit Each Accident	$1,000,000

(c) Liquor Liability (not applicable)

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit	$
Aggregate Limit	$

Host liquor liability is required for functions where no charge is made to reception guests.

(d) Watercraft Liability (or Protection & Indemnity) (not applicable)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit	$

Marina liability shall be maintained at the same Each Occurrence Limit if the Concessioner operates a marina, and tower's liability shall be maintained at the same Each Occurrence Limit if the Concessioner tows or transports non-owned vessels by water.

(e) Marina Operator's Legal Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss	$

(f) Aircraft Liability (not applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	$
Property Damage Limit	$
Each Accident Limit	$

The Concessioner must maintain airport liability insurance at a limit of at least $ if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(g) Garage Liability (not applicable)

This coverage is required for any operations in which the Concessioner services, handles or repairs automobiles owned by third parties. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limit - Garage Operations (Other than Covered Autos)	$
Aggregate Limit-Garage Operations	$
Covered Auto Limit (each accident)	$
Garagekeepers Liability	$
Personal Injury Protection (or equivalent no-fault coverage)	$
Uninsured Motorists	$
Personal & Advertising Injury Limit	$
Fire Legal Liability "per fire"	$

If owned vehicles are involved, liability coverage should be applicable to "any auto" ("Symbol 21"), otherwise coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

(h) Excess Liability or "Umbrella" Liability

The Concessioner is not required to provide Excess Liability or "Umbrella" liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or "Umbrella" Liability policy.

The Concessioner may use an Excess or "Umbrella" liability policy to achieve the Commercial General Liability and automobile liability limits set forth above. If a lower limit of liability is used for a subordinate policy, however, then the limit of liability under the excess policy must be in an amount to achieve the minimum limit of liability required for the subject policy.

(i) Care, Custody and Control –Legal Liability, i.e. Innkeeper's Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the concessioner (including photography/artwork held on consignment).

Any one Guest	$
Any One Loss	$

(j) Professional Liability, e.g. dive instructor, massage therapist (not applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	$
Aggregate Limit	$

(k) Environmental Impairment Liability (not applicable)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and offsite and clean-up.

Each Occurrence or Each Claim Limit	$
Aggregate Limit	$

(l) Special Provisions for Use of Aggregate Policies

The General Aggregate under the Commercial General Liability policy must apply on a "per location" basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

(m) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described Liability insurance policies (other than Umbrella Liability, Environmental Impairment Liability or Professional Liability, if maintained) may not exceed $5,000 without the prior written approval of the Director. Deductibles or retentions on Umbrella Liability, Environmental Impairment Liability and Professional Liability may be up to $25,000.

(n) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The Employer's Liability limit will not be less than $1,000,000.

If Concessioner operations are conducted in proximity to navigable waters, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the workers' compensation policy. If the Concessioner's operations include use of watercraft on navigable waters, a maritime coverage endorsement must be added to the workers' compensation policy, unless coverage for captain and crew is provided in a Protection & Indemnity policy.

SEC. 3. BUSINESS INTERRUPTION AND/OR EXPENSE (not applicable)

Business Interruption insurance and extra expense insurance covers the loss of income and continuation of fixed expenses in the event of damage to or loss of any or all of the Concession Facilities. Extra Expense insurance covers the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. Business Interruption insurance is required on all property polices, and boiler and machinery policies. The minimum coverage provided must be calculated by the Concessioner as follows:

Anticipated annual gross revenue from operations	$_____
Less non-continuing expenses	($_____)
Annual Total	$_____
Divided by 12	$_____
Times the number of months estimated to rebuild or repair the Concession Facilities	$_____
Minimum Coverage	$_____

SEC. 4. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

(1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

(2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

SEC. 5. THIRD PARTY VENDOR INSURANCE

Concessioners entering into contracts with third party vendors for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that all vendors retained for such work maintain an insurance program that adequately covers the activity and complies with all the requirements applicable to the vendor's own insurance.

SEC. 6. CERTIFICATES OF INSURANCE

All certificates of insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.
The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 7. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.