EXHIBIT I

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 of coverage or policy terms for all property insurance. The Concessioner must provide the Service with an unconditional 30-day advance notice of cancellation of coverage or policy terms 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 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:

Per Occurrence	$2,000,000
Personal and Advertising Injury Liability	$2,000,000
General Aggregate	$3,000,000
Products and Completed Operations Aggregate	$3,000,000
Medical Payments	$1,000
Damage to Premises Rented to You	$1,000

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

Athletic or Sports Participants
Contractual Liability
Personal and Advertising Injury exclusion or limitation
Products and Completed Operations
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," Symbol 1, including garage operations for products and completed operations. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9." 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.

Combined Single Limit Each Accident	$Click here to enter text.

(c) Excess Liability or Umbrella Liability

The Concessioner may use an Excess or Umbrella Liability policy to achieve the commercial general liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy meets the minimum limit of liability required.

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.

(d) Liquor Liability (if 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	$ 1,000,000
Aggregate Limit	$ 2,000,000

(e) Watercraft Liability (or Protection and Indemnity) (if applicable)

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

Each Occurrence Limit	$ Included in Marine General Liability

Marina liability shall be maintained at the same each occurrence limit if the Concessioner operates a marina.

Tower's liability shall be maintained at the same each occurrence limit if the Concessioner tows or transports non-owned vessels by water.

(f) Marina Operator's Legal Liability (if applicable)

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

Any One Loss	$ 2,000,000

(g) Environmental Impairment Liability (or Pollution Liability) (if applicable)

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

Each Occurrence or Each Claim Limit	$ 1,000,000
Aggregate Limit	$ 2,000,000

(h) Aircraft Liability (if 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	$ Click here to enter text.
Property Damage Limit	$ Click here to enter text.
Each Accident Limit	$ Click here to enter text.

The Concessioner must maintain airport liability insurance at a limit of at least [$ Click here to enter text.] 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.

(i) Garage Liability (if 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)	$ Click here to enter text.
Aggregate Limit-Garage Operations	$ Click here to enter text.
Covered Auto Limit (each accident)	$ Click here to enter text.
Garagekeepers Liability	$ Click here to enter text.
Personal Injury Protection (or equivalent no-fault coverage)	$ Click here to enter text.
Uninsured Motorists	$ Click here to enter text.
Personal & Advertising Injury Limit	$ Click here to enter text.
Fire Legal Liability "per fire"	$ Click here to enter text.

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.

(j) Care, Custody and Control – Legal Liability, i.e. Innkeeper's Legal Liability (if applicable)

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

Any one Guest	$ Click here to enter text.
Any One Loss	$ Click here to enter text.

(k) Professional Liability, e.g. dive instructor, massage therapist (if 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	$ Click here to enter text.
Aggregate Limit	$ Click here to enter text.

(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 $ Click here to enter text.

If the Concessioner's operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If Concessioner operations are conducted in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

SEC. 3. PROPERTY INSURANCE

(a) Building(s) and Contents Coverage

Amount of insurance (buildings): Full replacement value as listed in Exhibit D without deduction.

Amount of insurance (contents): Full replacement value without deduction.

Amount of insurance (inventory): Full replacement value without deduction.

(1) Insurance shall cover buildings, structures, improvements & betterments, and contents for all Concession Facilities, as more specifically described in Exhibit D of this Contract.

(2) Coverage shall apply on an "all risks" or "special coverage" basis and shall include earthquake coverage if the Concession Facilities are located within Seismic Zones 3 or 4.

(3) The policy shall provide for loss recovery on a replacement value basis without deduction.

(4) The amount of insurance must represent no less than 100% of the replacement cost value of the insured property. The Concessioner must insure inventory for 100% of the replacement cost of the products held for sale.

(5) The vacancy restriction and unoccupied restriction, if any, must be eliminated for all property that will be vacant beyond any vacancy or unoccupied time period specified in the policy.

(6) The Concessioner must maintain flood coverage at least at the maximum limit available in the National Flood Insurance Program (NFIP) or the total replacement cost of the property, whichever is less, if the Concession Facilities are partially or fully within a Special Flood Hazard Area (Flood Zones A or V as identified by the Federal Emergency Management Agency).

(7) The Concessioner must maintain earthquake coverage at the maximum limit available not to exceed 100% replacement value, without a deductible greater than 5% of the property value, or its equivalent in whole dollars if the Concession Facilities are located in Seismic Zones 3 or 4.

(8) The coinsurance provision, if any, shall be waived or suspended by an agreed amount clause.

(9) The Concessioner must provide coverage on a blanket basis for real and personal property.

(10) Ordinance or law, demolition, and increased cost of construction. The Concessioner must maintain coverage with a limit of not less than 20% of the building replacement costs listed in Exhibit D, each for the increased cost of construction and for the cost to replace the undamaged portion of a building ordered torn down by the appropriate authorities.

(b) Boiler and Machinery/Equipment Breakdown Coverage

(1) Insurance shall apply on the comprehensive basis of coverage including all objects within the Concession Facilities.

(2) The policy shall provide a limit at least equal to the full replacement cost for all covered objects in the highest valued Concession Facilities location, plus 20% on a replacement cost basis.

(3) No coinsurance clause shall apply.

(4) The Concessioner must provide coverage on a blanket basis.

(5) If insurance is written with a different insurer than the building(s) and contents insurance, both the property and boiler insurance policies must be endorsed with a joint loss agreement.

(6) The Concessioner must maintain ordinance or law, demolition, and increased cost of construction coverage.

(c) Inland Marine Coverage

(1) Insurance shall apply to all boats, office trailers, equipment, storage racks, docks, gangways, and ramps owned or rented by the insured, unless otherwise covered by building and contents coverage or provided for as part of a Watercraft Liability (or Protection and Indemnity) policy.

(2) Coverage shall apply to direct damage to covered property.

(3) The Concessioner must maintain flood coverage and earthquake coverage as described above.

(4) The Concessioner must maintain coverage while covered property is in transit or away from the insured's premises.

(5) No coinsurance clause shall apply.

(d) Builders Risk Coverage

(1) Insurance shall cover buildings or structures under construction pursuant to the terms of the Contract and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage, and while in transit. Coverage also must apply to temporary structures such as scaffolding and construction forms.

(2) Coverage shall apply on an "all risks" or "special coverage" basis.

(3) The policy shall provide for loss recovery on a replacement cost basis.

(4) The amount of insurance should represent no less than 100% of the replacement value of the property in the process of construction.

(5) No coinsurance clause shall apply.

(6) Any occupancy restriction must be eliminated.

(7) Any collapse exclusion must be eliminated.

(e) Business Interruption and/or Expense

Business interruption insurance is required on all property polices, and Boiler and Machinery policies. 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. The Concessioner must calculate the minimum coverage provided 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	$_____

(f) Deductibles

Property insurance coverages described above may be subject to deductibles as follows:

(1) Direct damage deductibles shall not exceed the lesser of 10% of the amount of insurance or $50,000 (except flood coverage and earthquake coverage may be subject to deductibles not exceeding 5% of the property value for flood, windstorm and earthquake).

(2) Extra expense deductibles (when coverage is not combined with business interruption) shall not exceed $50,000.

(g) Required Clauses

Loss Payable Clause: A loss payable clause, similar to the following, must be added to Buildings and Contents, Boiler and Machinery, and Builders Risk policies:

> "In accordance with Concession Contract No. ___ dated ___, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America, unless the damage exceeds $1,000,000."

SEC. 4. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new structures must ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated in the Contract including this Exhibit (for commercial general liability, automobile liability, Workers' Compensation and, if professional services are involved, professional liability). Except for Workers' Compensation insurance, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the commercial operator Insurance requirements. The amounts and limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

SEC. 5. 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. 6. THIRD PARTY INSURANCE

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

SEC. 7. 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. 8. 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.