

EXHIBIT G

CHILDREN'S MUSEUM INSURANCE

The Children's Museum agrees to secure, at or before the Lease Date of the Agreement (paragraph 8), the insurance specified herein covering all operations, activities or services for or on the Leased Property under the Agreement.

A. General Conditions. The Children's Museum shall keep the required insurance coverage in force at all times during the Lease Term (paragraph 8 of the Agreement), or any extension thereof, and other period prescribed by law. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Children's Museum at its address and Denver Risk Management, City and County of Denver, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. Additionally, the Museum shall promptly provide written notice of cancellation, non-renewal and any reduction in coverage to the City address above by certified mail, return receipt requested. The Children's Museum shall be responsible for the payment of any deductible or self-insured retention under its own policies. The insurance coverages specified herein are the minimum requirements, and these requirements do not lessen or limit the liability of the Children's Museum. The Children's Museum shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under the Agreement or as otherwise required by law.

B. Proof of Insurance. The Children's Museum shall provide a copy of the Agreement, including these insurance requirements, to its insurance agent or broker. The Children's Museum certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of the Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth herein shall not act as a waiver of the Children's Museum's breach of the Agreement or of any of the City's rights or remedies under the Agreement. Denver Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insured. For Commercial General Liability and Business Auto Liability insurance coverage, the Children's Museum shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation. For Commercial General Liability and Business Auto Liability insurance coverage, the Children's Museum's insurer shall waive subrogation rights against the City.

E. Contractors. All contractors (including independent contractors, consultants, suppliers, concessionaires or other entities providing goods or services required or allowed by the Agreement) ("**Contractors**") shall procure and maintain applicable insurance. The Children's Museum shall ensure all such Contractors maintain the required coverages and include both the Children's Museum and the City and County of Denver as an Additional Insured on their policies.

F. Workers' Compensation/Employer's Liability Insurance. The Children's Museum shall maintain Workers' Compensation coverage as required by statute and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily

injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. Commercial General Liability insurance with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate

H. Volunteer Accident Insurance covering the Children's Museum's volunteers working on the Leased Property.

I. Business Auto Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in relation to the Leased Property.

J. Property Insurance: The Museum shall maintain All-Risk/Special Cause of Loss Form Property Insurance on a replacement cost basis including coverage for Lessee's improvements, betterments and contents. The City shall be named Loss Payee as its interest may appear.

K. Additional Provisions.

(1) For Commercial General Liability, the policy must provide the following:

- (i) That the Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision;
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City and County of Denver; and
- (v) No exclusion for sexual abuse, molestation or sexual misconduct.

(2) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when services were provided under the Agreement, whichever is earlier.

(3) The Children's Museum shall advise Denver Risk Management in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Children's Museum will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.