



Attachment A

ORDA Insurance Requirements

It is the policy of the New York State Olympic Regional Development Authority (ORDA) to require all users of ORDA facilities to obtain policies of insurance with valid certificates of insurance. Therefore, each party (Vendor) that enters into an agreement with ORDA is required to submit certificates of insurance with the following minimum required insurance limits.

Comprehensive Form General Liability:

| | |
|---|-----------|
| Each Occurrence / BI & PD Combined Occurrence | \$100,000 |
| General Aggregate / BI & PD General Aggregate | \$200,000 |

To include:

- A. Volunteers as Insureds
- B. Property Insurance equal to Full Replacement Value of Vendor's property
- C. Participant Liability including Accident Medical Coverage

Automobile Liability including Hired and Non-owned Liability:

| | |
|--------------------------------|-----------|
| BI & PD Combined each Accident | \$100,000 |
|--------------------------------|-----------|

New York State Insurance:

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|---|-----------|
| Worker's Compensation valid in New York State | Statutory |
|---|-----------|

Liquor Liability Insurance (if Vendor has a valid liquor license):

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

Conditions:

1. Prior to the commencement of the agreement between ORDA and Vendor (Agreement), Vendor shall procure all insurance coverage as required by this Attachment. Licensee shall maintain such policies in full force and effect for the entire term of the Agreement.

2. All policies of insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

3. For both workers' compensation and disability benefits insurance, at the time of the signing of the Agreement, Vendor shall provide either a CE-200 Attestation of Exemption or acceptable proof of compliant coverage as defined in this Attachment. Unless otherwise determined by the Workers' Compensation Board, the following are the only acceptable means of proof:

For workers' compensation:

- a. C-105.2 Certificate of Workers' Compensation Insurance,
- b. U-26.3 Certificate of Workers' Compensation Insurance, or
- c. SI-12 Certificate of Worker's Compensation Self-Insurance

For disability benefits:

- a. DB-120.1 Certificate of Disability Benefits Insurance, or
- b. DB-155 Certificate of Disability Benefits Self-Insurance

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage or disability benefits coverage.

4. Vendor acknowledges that, pursuant to Workers' Compensation Law Sections 57 and 220 (8), ORDA cannot enter into the Agreement without receiving proof of Vendor's compliance with or exemption from the coverage requirements of the Workers' Compensation Law.

5. After the initial submission of proof of coverage, Vendor shall be required to provide proof of the coverage required by this Attachment within ten (10) business days of request by ORDA. All required policies of liability insurance must be written such that ORDA is afforded at least thirty (30) days' notice prior to the effective date of any material change, cancellation or expiration of coverage.

6. Waiver of Subrogation: For insurance required pursuant to this Attachment, Vendor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against ORDA and the State. With the exception of Umbrella Liability, a Waiver of Subrogation endorsement shall be provided in the certificate of insurance to be provided to ORDA upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

7. The certificate holder must be identified on all certificates of insurance as "**New York State Olympic Regional Development Authority, 2634 Main Street, Lake Placid, NY 12946,**" who shall be designated as the loss payee.

8. All certificates of insurance must be completely and accurately completed and shall reflect the date of issuance, name(s) of the insured(s), the carrier, the policy number(s), the coverage period, any deductible or self-insured retention amounts, and each occurrence limit.

9. All required commercial general liability, auto liability, liquor liability and umbrella liability policies of insurance must provide that the required coverage is primary and non-contributory to other insurance available to ORDA.

10. All certificates of insurance must be signed by an authorized representative of the insurance company. Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

11. ORDA reserves the right to review any policy required pursuant to this Attachment. Vendor agrees to provide copies of any relevant required insurance policy in the event of litigation against or involving ORDA in connection with any act or omission undertaken by either ORDA or Vendor in relation to the Agreement, including, but not limited to, any discovery in connection with such litigation.

12. It shall be Vendor's responsibility to ensure that all of Vendor's contractors, subcontractors and/or consultants maintain in force during the term of the Agreement the types and amounts of coverage outlined in this Attachment. Vendor agrees to indemnify ORDA from any liability, exposure or damages which occur as a result of a failure to comply with the terms and provisions of this Attachment. Licensee shall hold ORDA harmless from any claims, suits, proceedings or other actions brought by or against any of Vendor's contractors, subcontractors and/or consultants for failure to comply with the terms and provisions of this Attachment. Licensee shall be solely responsible for Vendor's contractors, subcontractors and/or consultants who fail to comply with the requirements imposed by this Attachment.

Additional Insured:

The policy or policies shall be endorsed to be primary as respects the coverage afforded the New York State Olympic Regional Development Authority and others identified to be included as Additional Insured and such policy or policies shall be primary to any other insurance maintained by the New York State Olympic Regional Development Authority and others identified as Additional Insured.

Additional Insured shall be defined by Gore Mountain as follows:

1. New York State Olympic Regional Development Authority
2. The State of New York
3. New York State Department of Environmental Conservation
4. Projects at the North Creek Ski Bowl at Gore will additionally require the following:
 - a. Town of Johnsburg

Addresses:

New York State Olympic Regional
Development Authority
2634 Main Street
Lake Placid, NY 12946

Town of Johnsburg
219 Main Street
North Creek, NY 12853

The State of New York
The Capitol
Albany, NY 12210

New York State Department of Environmental
Conservation
884 NYS Route 86,
Ray Brook, NY 12977

Venue Address:

Gore Mountain
793 Peaceful Valley Road
North Creek, NY 12853

Contact:

Questions regarding ORDA's Insurance Requirements shall be directed to Gore Mountain's Marketing Coordinator at the following address:

Gore Mountain
Attn: Cindy Mitchell, Marketing Coordinator
PO Box 470
North Creek, NY 12853
cindy@goremountain.com
(518) 251-4822