

**EXHIBIT D – CRUISE SHIPS**  
**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 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 obtain coverage through insurance policies written by domestic and/or international insurers, or through a Protection & Indemnity (P&I) Club. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with excess, umbrella, or Bumbershoot liability as explained below.

**(a) Passenger Liability**

The Concessioner shall obtain coverage for passenger injury, including death, under the requirements of 46 CFR Part 540 Subpart B. The Concessioner must provide the following minimum limits of liability:

Per Occurrence	\$100,000,000
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**(b) Collision Liability and Removal of Wreck**

The Concessioner shall obtain coverage for collision liability and removal of wreck with the following minimum limits of liability:

Per Occurrence	\$100,000,000
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**(c) Environmental Liability & Pollution Cleanup**

The Concessioner will provide coverage for third party bodily injury and property damage and pollution cleanup arising out of the release, discharge, or spill of pollutants or contaminants. Coverage must meet all requirements of MARPOL (33 U.S.C. §§1905-1915); OPA (33 U.S.C. §2701 et seq); and CERCLA.

Each Occurrence or Each Claim Limit	\$100,000,000
Aggregate Limit	\$100,000,000

**(d) Excess, Umbrella, or Bumbershoot Liability**

The Concessioner may use an Excess, Umbrella, or Bumbershoot 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, umbrella, or Bumbershoot 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.

**(e) 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	\$3,000,000
Property Damage Limit	\$3,000,000
Each Accident Limit	\$50,000,000

**(f) Crew Liability**

The Concessioner shall obtain coverage for injury, including death, to captain and crew, including Jones Act and In Rem. The Concessioner must provide the following minimum limits of liability:

Per Occurrence	\$100,000,000
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**(g) 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.

**SEC. 3. INSURANCE COMPANY MINIMUM STANDARDS**

All insurance companies, with the exception of P&I Clubs, 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.
- (3) If a P&I Club provides coverage, the Club must be a member in good standing of the International Group of P&I Clubs and have a financial strength rating of at least A-.

**SEC. 4. 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. 5. 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. 6. 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.