

EXHIBIT D

Insurance Requirements

[Commercial Permittee and some municipal permittees—will need to determine if municipality is insured:]

Permittee shall maintain and pay for, or cause to be maintained and paid for:

- (i) commercial general liability insurance, including without limitation contractual liability coverage, products and completed operations coverage, and coverage for collapse, underground exposure, and explosion hazards; and
- (ii) commercial automobile liability insurance for owned, hired, and non-owned automobiles [*and (iii) pollution liability insurance*].

Such insurance (A) shall insure against claims for bodily injury (including death) and property damage, with each policy having a combined single limit of not less than \$1,000,000 per occurrence, (B) shall be primary to any insurance maintained by Cleveland Metroparks, and (C) shall name the Board of Park Commissioners of the Cleveland Metropolitan Park District as an additional insured. [*If the pollution liability insurance is written on a claims-made form, then such pollution liability insurance shall be maintained by Permittee for a period of not less than thirty-six (36) months from the date of the completion of the work hereunder so long as such insurance shall continue to be reasonably available, with a retroactive coverage date of not later than the commencement of the work*].

Certificates of insurance evidencing the aforementioned coverage(s) shall be provided to Cleveland Metroparks prior to commencement of the work. Cleveland Metroparks reserves the right to request a full and complete copy of all insurance policies. Permittee's coverage may not be cancelled or materially changed until at least ten (10) days after written notice to Cleveland Metroparks. The aforementioned insurance coverage(s) shall be placed with an insurance company listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a policy rating of at least A-, X.

[Homeowner Permittee:]

Permittee shall maintain and pay for, or cause to be maintained and paid for, liability insurance, insurance against claims for bodily injury (including death) and property damage occasioned by reason of the Improvements and all activities associated with the Improvements. Such insurance shall have a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury and property damage. Coverage shall include claims by Cleveland Metroparks, including its officers, employees, agents and volunteers against Permittee, for bodily injury (including death) and property damage occasioned by reason of the Improvements and all activities associated with the Improvements conducted by the Permittee and his or her agents, employees, suppliers, contractors and associates. Such insurance shall be primary to any insurance maintained by Cleveland Metroparks and shall name Cleveland Metroparks as an additional insured. The subject insurance policy shall be placed with insurance companies listed in the latest edition of "Best Insurance Guide and Key Ratings" with a policy rating of at least A and a financial rating of Class X. A certificate of insurance or insurance declaration page evidencing the aforementioned insurance coverage, shall be provided to Cleveland Metroparks prior to the commencement of work.

[State or County Government Permittee:]

Permittee understands that insurance carried by Cleveland Metroparks will not include insurance related to the Activities. Permittee shall maintain self-insurance for claims for bodily injury (including death) and property damage related to this Permit, the Permit Area, and the Activities in accordance with its customary practices, including without limitation maintenance of an assigned reserve therefore, up to commercially reasonable limits but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request by Cleveland Metroparks from time to time, Permittee shall provide Cleveland Metroparks with a letter of confirmation with respect to such self insurance and assigned reserve, in form satisfactory to Cleveland Metroparks.

[Federal Permittee:]

Permittee shall maintain self-insurance for, or otherwise self-finance, claims for bodily injury (including death) and property damage related to this Permit, the Permit Area, and the Activities or Improvements in accordance with its customary practices.