**EXHIBIT B: Insurance Requirements**

During the term of this Lease, the Lessee must maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

**1. Types of Insurance (Non-Construction)**

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance must be the full insurable value of the Premises. All such policies must specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies must waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance – At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company’s liability under the policy.

(c) Worker’s Compensation and Employer’s Liability Insurance - Worker’s compensation insurance in the statutory amounts and coverage required under worker’s compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee’s use and occupancy of the Premises; and employer’s liability insurance, with limits of not less than one hundred thousand dollars ($100,000) for bodily injury per incident and one million dollars ($1,000,000) aggregate, or such higher amounts as may be required by law.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than five hundred thousand            ($500,000) per incident and  one million dollars ($ 1,000,000) aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

**2.** **Conditions of Insurance**

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.  All property and liability insurance shall name the Park Area as additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best’s Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee’s agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

(f) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self insurance retention, with respect to any of the insurance required by this section are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

(g) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.  No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.