

The Historic Y - Insurance Information and Noise Policy

INSURANCE REFERRALS: For event and/or liquor liability insurance needs, we recommend you first enquire with your own insurance carrier. If shopping around, we recommend:

RV Nuccio and Associates, 800-567-2685 or fill out their on-line application at <http://www.rvnuccio.com/>
RightSure Insurance Group, Cheryl Forman, (520) 901-7171 direct, (877) 917-5295 main
The Event Helper, 855-493-8368 or fill out their on-line application at <https://www.theeventhelper.com>

For comparison purposes, quotes from Jan 2017 varied from \$66 for a wedding for 40 people with no alcohol, \$104 for a fundraising dinner for 100 people with host alcohol (The Event Helper) to around \$200 for a private party for 75 people with retail alcohol (RV Nuccio).

If you contract with a Professional Bartending company, they must provide liquor liability insurance. If shopping around, we recommend Professional Bartenders Unlimited, 520-721-1577, probartendersinfo@gmail.com. For more information, please visit <http://www.probartenders.net/>

LIABILITY INSURANCE REQUIREMENT: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than Two Million Dollars (\$2,000,000.00) for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least One Hundred Thousand Dollars (\$100,000.00). The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A: XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage that Landlord shall carry. Tenant shall be named as the insured and Landlord shall be named as an additional insured against said liability. Tenant shall provide evidence of insurance prior to event. Failure to provide evidence of insurance shall be considered a default and breach of this Lease by Tenant.

LIQUOR LIABILITY INSURANCE REQUIREMENT: Landlord allows Tenant to provide alcohol on the Premises subject to the following conditions. If alcohol is provided, tenant shall comply with all government requirements and obtain all permits required relating to the consumption of alcohol on the Premises. In addition to the liability insurance required above, Tenant shall provide a liquor liability insurance policy in the amount of not less than One Million Dollars (\$1,000,000.00). Tenant shall be named as the insured and Landlord shall be named as an additional insured against said liability. Alternatively, Tenant may contract with a licensed bartending service approved by Landlord and carrying the above-described liquor liability insurance. If so, both Tenant and Wildwind Realty, LLC shall be named as additionally insured on the policy. Proof of insurance shall be provided to Landlord at least two weeks prior to event. Landlord prohibits alcohol on the Premises if conditions are not met.

NOISE POLICY: Tenant must comply with all government policies, including those pertaining to noise, when on or about the premises. Specifically, Tenant shall not conduct or permit any activity that produces a dB(A) beyond the sidewalk surrounding The Historic Y exceeding the following levels: 72 dB(A) between 7:00 a.m. to 10:00 p.m. or 65 dB(A) between 10:00 p.m. to 7:00 a.m. Note that because of noise concerns, Courtyard is generally not available for rent during performances at The Rogue Theatre. Please check our calendar to verify.