

## EXHIBIT 2

### T-HANGAR INSURANCE REQUIREMENTS

#### **Required Insurance**

The Lessee shall, for the duration of this Lease, obtain and maintain at its own cost and expense, **Aircraft Liability Insurance, including Premises Liability**, with coverage in the amount of not less than One Million (\$1,000,000.00) Dollars per occurrence.

#### **Deductibles**

Any deductibles or self-insured retentions over \$1,000.00 must be declared to and approved in writing by the County.

#### **Other Insurance Provisions**

The County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered and shown as "additional insureds" with regard to any liabilities arising out of or in any way related to the acts or omissions of the Lessee or its agents, employees, invitees, or anyone upon or within the Leased Premises with the permission of the Lessee. This coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Lessee's insurance coverage shall be primary insurance with regard to the County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by the County, its officers, agents, employees, elected and appointed officials and volunteers shall be excess of the Lessee's insurance, and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, agents, employees, elected and appointed officials, or volunteers.

The Lessee's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

The Lessee hereby releases the County from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. This waiver shall apply only when permitted by the applicable policy of insurance.

Each insurance policy required by this Lease Agreement shall be endorsed to provide that coverage shall not be suspended, voided or cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the County.

### **Acceptability of Insurers**

Unless otherwise approved by the County, insurers must be identified as authorized and eligible by the Michigan Insurance Bureau, and must have a Best's rating of A or better.

### **Certificates/Endorsements of Insurance**

The Lessee shall furnish or cause to be furnished to the County Certificates of Insurance, along with copies of any and all original endorsements affecting the coverages required by this Addendum. These Certificates and endorsements for each policy of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and endorsements are to be received and approved by the County Risk Manager before occupancy of the Leased Premises commences. The County reserves the right to require complete and certified copies of all required insurance policies, at any time.

The Certificates and endorsements shall be forwarded to:

James Kent, Human Resources and Risk Manager  
234 West Baraga Avenue  
Marquette, MI 49855  
(906) 225-8165  
(906) 225-8155 FAX

### **Acceptance of Certificates/Endorsements**

Acceptance of any Certificate or endorsement of insurance by the County shall not waive the insurance requirements provided in the foregoing paragraphs. Should the County sustain any loss or be required to pay any claim as a result of the Lessee's failure to obtain or maintain insurance as required by this Agreement, the Lessee shall immediately indemnify the County for any such loss. This indemnity shall occur regardless of whether or not the County has accepted any Certificates or endorsements of insurance provided by the Lessee or its carrier.

### **Additional Insured Endorsement**

It is understood and agreed that the County of Marquette shall be an additional insured, which shall include all elected and appointed officials, all employees, agents, and volunteers, all boards, commissions and/or Authorities, and their respective members, employees and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether such other available coverage be primary, contributing or excess.

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