

EXHIBIT A

Insurance and Indemnification. Mad Bomber Fireworks Productions (hereinafter referred to as “Vendor”) shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each occurrence, and including liability arising out of pyrotechnic/fireworks displays. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from pyrotechnic/fireworks displays, premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Lombard and the Lombard Park District shall be included as additional insureds on a primary and noncontributory basis under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village of Lombard or the Lombard Park District. Any insurance or self-insurance maintained by the Village of Lombard or the Lombard Park District shall be excess of Vendor’s insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Vendor waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Vendor shall furnish the Village of Lombard with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Village of Lombard prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village of Lombard shall be by certified mail, return receipt requested.

Failure of the Village of Lombard to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village of Lombard to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

The Village of Lombard shall have the right, but not the obligation, of prohibiting Vendor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements and is received and approved by the Village of Lombard. Failure to maintain the required insurance may result in termination of this Agreement at the Village's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of the Village of Lombard's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village of Lombard has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village of Lombard. At the option of the Village of Lombard, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Village of Lombard, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.