

6. Lessee Contact Information.

The following individual shall be available at all times during the period of use:

7. Fees.

Payment should be mailed to: 600 Hoyt St., P.O. Box 10, Peru, NE 68421. Payment is due within 10 days of the conclusion of the rental period.

8. Liability Insurance. One box below must be selected and marked.

The Lessee is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a five (5) million dollar umbrella to be in effect during the date(s) and time(s) specified above. The Lessee's insurance policy shall be primary and non-contributory. College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives the right of subrogation against College. A copy of the certificate shall be provided to College prior to the start of the event.

The Lessee is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella to be in effect during the date(s) and time(s) specified above. The Lessee's insurance policy shall be primary and non-contributory. College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives the right of subrogation against College. A copy of the certificate shall be provided to College prior to the start of the event.

The Lessee is required to carry liability insurance in the amount of one (1) million dollars per occurrence to be in effect during the date(s) and time(s) specified above. The Lessee's insurance policy shall be primary and non-contributory. College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives the right of subrogation against College. A copy of the certificate shall be provided to College prior to the start of the event.

The Lessee is operating a program involving minors and is required to carry liability insurance AND sexual molestation liability coverage in the amount of one (1) million dollars per occurrence with a five (5) million dollar umbrella to be in effect during the date(s) and time(s) specified above. The Lessee's insurance policy shall be primary and non-contributory. College shall be named as an additional insured party on the policies and the certificates of insurance shall reflect that the policy waives the right of subrogation against College. A copy of the certificates shall be provided to College prior to the start of the event.

The Lessee is not required to carry liability insurance as a condition of this Agreement.

9. Indemnification. Except for claims arising out of acts caused by the negligence of College or its agents or employees, the Lessee shall indemnify, defend, and hold harmless College, at Lessee's expense, from and against all claims, by or on behalf of any person, firm or corporation, for personal injuries and death, or loss, expenses, damages, or liabilities arising from any act or omission of the Lessee or its agents, employees, licensees or invitees.
10. Law Observance. Lessee and its employees, agents, licensees and invited guests shall abide by, conform to and comply with all federal, state, and local laws, rules, ordinances and regulations, and shall not do, nor suffer to be done, anything at College's facilities and grounds in violation thereof.
11. Governing Law. This Agreement shall be construed, interpreted and governed by the laws of the State of Nebraska.
12. Cancellation. This Agreement may be cancelled or terminated by either party with reasonable cause at any time upon thirty (30) days written notice.
13. Party Signatures.

For: Lessee

Lessee Authorized Official

Date

For: Board of Trustees of the Nebraska State Colleges dba Peru State College

Peru State College Vice President for Administration and Finance

Date