

CONCESSIONAIRE must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer. The CGL POLICY must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits specified herein.

- C. CONCESSIONAIRE will maintain insurance on the Collection as required under the Loan Agreement.
- D. Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligations to insure as provided herein shall not terminate until the end of the Term of this AGREEMENT, as such Term may be renewed, modified or extended, or the CONCESSIONAIRE shall have vacated the PREMISES, whichever is the later.
- E. Failure of Insurers. The CONCESSIONAIRE is responsible for any delay resulting from the failure of its insurance carriers or self-insurance program to furnish proof of proper coverage in the prescribed form, or for the insolvency or financial failure of such insurance carriers or self-insurance program.

14. **PROTECTION OF PROPERTY** - The CONCESSIONAIRE shall be responsible for any damage that may be caused to State property by the activities of the CONCESSIONAIRE under this AGREEMENT and shall exercise due diligence in the protection of all improvements, timber, and property of the State of Georgia which may be located on the PREMISES, including without limitation the Collection, against fire and damage from any and all other causes.

15. **DRUG-FREE WORKPLACE**

- A. Concessionaire certifies that:
  - 1. A drug-free workplace will be provided for the CONCESSIONAIRE'S employees during the performance of this AGREEMENT; and
  - 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Concessionaire's name), (subcontractor's name) certifies to the CONCESSIONAIRE that a drug-free workplace will be provided for the subcontractor's employees during the performance of this AGREEMENT pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."