

EXHIBIT E INSURANCE REQUIREMENTS FOR LICENSEE AGREEMENT

Indemnity

The Licensee shall indemnify, defend, and hold harmless the Fairgrounds Management Corporation ("FMC") and the County of Santa Clara ("County"), and each of FMC's and County's officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Licensee and/or its agents, employees, excepting only loss, injury or damage caused by the sole gross negligence or willful misconduct of personnel employed by the FMC or the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the FMC and the County. The Licensee shall reimburse the FMC and the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Licensee is obligated to indemnify, defend and hold harmless the FMC and the County under this Agreement.

Insurance

Without limiting the Licensee's indemnification of the FMC and the County, the Licensee shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions **as required on the attached CFSA Insurance**

General liability coverage shall include the following endorsement, a copy of which shall be provided to the FMC:

Additional Insured Endorsement, which shall read:

"State of California, Fairgrounds Management Corporation and the County of Santa Clara, and members of the County of Santa Clara Board of Supervisors and members of the Fairgrounds Management Corporation Board of Directors, and each of their/its respective officers, agents, and employees, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the FMC or the County, or by the FMC's or County's officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Other public entities may also be added to the additional insured endorsement as applicable and the Licensee shall be notified by FMC and/or the County of these requirements.

Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Licensee and any approval of said insurance by the FMC and the County or its/their respective insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Licensee pursuant to this Agreement, including but not limited to the provisions concerning indemnification.