

## GENERAL INSURANCE GUIDELINES FOR OUTSIDE VENDORS

The following minimum insurance standards shall apply to all vendors performing, selling or distributing products and services on Mount Snow Ltd property. If a product or service, in the opinion of Mount Snow, represents an unusual or exceptional risk, Mount Snow may establish additional insurance requirements for that product or service.

1. **CERTIFICATE HOLDER:** Mount Snow, Ltd. and Peak Resorts Inc.  
39 Mount Snow Rd., PO Box 2805, West Dover, VT 05356  
[nmonis@mountsnow.com](mailto:nmonis@mountsnow.com)
2. **GENERAL LIABILITY:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. **MOUNT SNOW LTD. AND PEAK RESORTS INC., ITS OFFICERS, DIRECTORS AND AGENTS SHALL BE NAMED AS ADDITIONAL INSURED ON THE VENDOR'S GENERAL LIABILITY IN A PRIMARY NONCONTRIBUTORY BASIS.**
3. **AUTOMOBILE LIABILITY:** For vendors who will drive on Mount Snow premises, proof of automobile policy with minimum combined single limits of \$500,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
4. **UMBRELLA OR EXCESS LIABILITY:** Umbrella or excess liability may be required if vendor services represent unusual or exceptional risk as determined by Mount Snow.
5. **WORKERS COMPENSATION AND EMPLOYER LIABILITY INSURANCE:** For any vendors with employees, standard workers' compensation as required by Vermont State statute and employer's liability insurance in an amount not less than \$100,000 per accident and \$500,000 annual aggregate. Corporate Officers or LLC members not carrying their own workers' compensation policy must produce a State Approved Form VT-29 [<http://labor.vermont.gov/wordpress/wp-content/uploads/Form29FillIn.pdf>] or similar exclusion form issued by the state of incorporation/registration. Sole proprietors without proof of Worker's Compensation coverage may be permitted to perform work or services on Mount Snow premises only under a valid agreement incorporating the substance of Vermont Statutes Annotated 21 section 601 (14) (F) (iv).
6. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS); LIQUOR LIABILITY; INLAND MARINE COVERAGE; ETC.:** Applicable with vendor services provided as determined by Mount Snow Ltd.
7. All premiums shall be paid by vendor and the evidence of such insurance delivered to Mount Snow in the form of Certificate of Insurances verifying the above coverages and submitted to the named additional insured 15 days prior to commencing business operations with/at Mount Snow. Vendor agrees to maintain insurance meeting the foregoing requirements at all times during the term of vendor's business operations with or on Mount Snow property.
8. If any policy is cancelled, vendor shall immediately provide Mount Snow with evidence of replacement policies and evidence of the payment of all premiums in connection therewith. The failure to do so shall entitle Mount Snow to terminate or suspend any vendor services immediately in its sole discretion and/or request such vendor vacate the premises.
9. **THE INSURANCE POLICIES DESCRIBED IN THIS SECTION SHALL BE PRIMARY AND NOT CONTRIBUTORY TO OTHER INSURANCE COVERAGE CARRIED BY PEAK RESORTS INC. AND/OR MOUNT SNOW LTD.** Evidence of such primary coverage shall be provided by vendor on its certificates of insurance. Such insurances shall be obtained from companies with a BEST Guide rating of A VII or better. Such insurances shall be written on forms acceptable by Mount Snow, and shall provide that the coverage thereunder may not be reduced or canceled unless 15 days prior written notice of cancellation is furnished to Mount Snow. Vendor's policies shall be effective prior to entering Mount Snow premises and shall continue through the time vendor is on site.
10. In the event that Mount Snow damages vendor's property, through no fault of vendor, Mount Snow shall be responsible for the repair or replacement cost of such property. Vendor agrees that it will notify Mount Snow immediately of such loss by filing a written damage report with the Mount Snow Mountain Risk Management within 24 hours of any incident of loss. Mount Snow will immediately investigate the incident. If the incident is confirmed Mount Snow shall then have the option of making the repair to the property or compensating vendor for its loss.