

INSURANCE AND INDEMNITY

8.01 **INSURANCE:** Licensee at its cost shall procure and at all times during the term of this Agreement maintain public liability insurance and broad form property damage insurance with a combined single limit of bodily injury and property damage liability in the amount of at least Five Million Dollars (\$5,000,000.00), insuring against all liability of Licensee and its authorized representatives arising out of and in connection with the use, possession or occupancy of the Studio premises. Both public liability insurance and property damage insurance shall insure performance by Licensee of the indemnity provisions in Paragraph 8.02 below, but the limits of such insurance shall not limit the liability of Licensee hereunder. All public liability insurance and property damage insurance shall name Studio as an additional named insured, and shall contain cross-liability endorsements. Licensee shall also procure and maintain adequate workers compensation insurance in accordance with the laws of the State of California. Certificates of all such insurance shall be filed with Studio before Licensee may use or occupy the licensed premises, and all such certificates shall provide that, during the term of this license, Studio will be given at least thirty (30) days written notice by mail before any of the insurance policies required herein are canceled or expire. In addition, Studio shall be kept advised of any changes in any of the provisions of any such insurance policies which adversely affect Studio's rights hereunder.

8.02 **INDEMNITY:** This Agreement is made on the express condition that Studio is to be free from all liability by reason of any injury or loss to person or property, or both, including, without limitation, injury or loss to the person or property of Licensee, its agents, officers, employees, contractors and invitees, or the property of third parties in their custody, caused by water leakage of any character, gas, fire, oil, electricity, theft, or any cause whatsoever, or arising out of the condition of the licensed premises or any portion thereof, including the parking area and the common areas of the building in which the licensed premises are located, and their surrounding areas, or arising out of the use or misuse of the licensed premises or other Studio facilities or equipment by Licensee, its agents, officers, employees, contractors or invitees, and Licensee shall indemnify and hold Studio harmless from any and all such claims, losses, damages, liability, demands, actions, suits, costs and expenses whatsoever, including reasonable attorney's fees, excluding, however, any of the foregoing which result from the willful or grossly negligent conduct of Studio's agents, officers or employees.