use, or dispose of any Hazardous Materials in, on, under, or about the Premises, except for the following: (i) gas, diesel fuel, oil, and other petroleum products and petroleum byproducts that drip in normal amounts from motor vehicles on parking and truck-loading areas surrounding the Premises; (ii) Hazardous Materials contained within Tenant's property that do not pose any significant threat of being released into the environment; or (iii) general office supplies (including, without limitation, ordinary cleaning chemicals and solutions) used for their intended purpose and not posing any significant threat of contamination of the Premises. Tenant shall cause the presence, use, storage, and/or disposal of any Hazardous Materials in, on, under, or about the Premises by Tenant or Tenant's Agents to be in compliance with all applicable laws, rules, regulations, orders, and the like. Tenant shall defend, indemnify, protect, and hold Manager harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with Tenant's and/or Tenant's Agents' negligent noncompliance with the terms of this Section 14(b) occurring during the Term. Tenant's obligations under this Section shall survive the termination or expiration of this Agreement.

(c) Manager's Obligations; Indemnification. Manager shall not, nor shall it permit its agents, employees, or contractors (collectively "**Manager's Agents**"), to bring upon, keep, store, use, or dispose of any Hazardous Materials in, on, under, or about the Arena. Manager represents and warrants to Tenant that no asbestos or other Hazardous Materials have been or shall be utilized in the development of the Arena. Manager shall indemnify, defend, protect, and hold Tenant, Tenant's parent, subsidiary, and affiliated companies, and their respective officers, directors, agents, employees, and shareholders harmless from and against any and all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials in, on, under, or about the Arena upon the date this Agreement commences or introduced in, on, under, or about the Arena subsequent to commencement of this Agreement due to the acts, omissions, or negligence of Manager or Manager's Agents. Manager's obligations under this Section shall survive the termination or expiration of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

(a) Indemnification by Tenant. Tenant shall indemnify, defend, and hold harmless Manager, the Louisiana Stadium and Exposition District and the State of Louisiana+, and their respective officers, directors, partners, members, agents, employees and independent contractors (collectively, the "**State Parties**") from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") arising from or in any way related to Tenant's use or occupancy of the premises of the New Orleans Arena that are caused in whole or part by the negligent (whether simple or gross) acts, errors or omissions or willful misconduct of Tenant or its officers, directors, agents, employees, subcontractors, or ticketholders or other invitees.

(b) Indemnification by Manager. Manager shall indemnify, defend, and hold harmless Tenant, its officers, directors, agents, and employees harmless from and against any and all Losses to the extent caused by the negligent acts, omissions or willful misconduct of Manager.

(c) Scope of Covered Losses. Losses to which the indemnification obligations of the parties apply include, but are not limited to, those on account of bodily injury, including death, and property damage, whether sustained by the State Parties, Tenant and its officers, directors, partners, members, agents, employees and independent contractors, or any third party, and expressly include losses on account of tort, product liability, premises liability, breach of contract, claims under any statute, claims in equity and claims made under any other legal theory.

(d) Tenant's Required Insurance Coverages. Tenant must maintain throughout the Term insurance policies including the following insurance coverages in connection with the Tenant's use of the Arena:

(1) Workers' compensation (including employers' liability) insurance meeting State of Louisiana statutory requirements for Part I and with employers' liability limits not less than $1,000,000 per accident, $1,000,000 disease per employee and $1,000,000 disease policy limit covering employees in Louisiana in connection with the Tenant's use of the Arena.

(2) Business automobile liability, collision and comprehensive insurance coverage for business use of vehicles operated by Tenant, its employees, partners, officers, directors, agents, independent contractors or other authorized users in connection with the Tenant's use of the Arena with limits of not less than $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability.

(3) Commercial general liability coverage including premises and operations, broad form property damage, independent contractors, and contractual liability coverages, with limits of not less than $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability and $2,000,000 annual aggregate. This policy must include a contractual liability endorsement insuring Tenant's performance of its indemnification obligations under this Agreement

(4) Excess liability coverage with minimum limits of $10,000,000, covering losses in excess of the insurance policies described in (2) and (3), including coverage of defense costs.

(e) Policy Requirements and Endorsements. All polices required under Sections (d)(2), (3) and (4) must: (i) provide occurrence-based, not claims-made, coverage; (ii) name the State Parties as additional insureds; (iii) be endorsed to be primary and noncontributory as to all insurance carried by the State Parties and contain a waiver of subrogation in favor of the State Parties; (iv) include retentions or deductibles not greater than $10,000 and (v) contain no exclusions for sporting events, rap or other high energy concerts, performers, volunteers, animals, off-premise activities, or fireworks or other pyrotechnical devices or activities

(f) Insurer Requirements. All insurance policies required to be maintained by Tenant under this Agreement must be issued by insurance companies reasonably acceptable to Manager with the financial rating of at least A-Class VI status, as rated in the most recent edition of Best's Insurance Reports.

(g) Certificates. On or before December 31, 2013, Tenant must deliver to Manager copies certificates of the insurance reflecting coverages not less than those required to be maintained under this Agreement and all endorsements relating to the State Parties.

(h) Manager's Insurance. Manager shall maintain at all times during the Term, with the State Office of Risk Management or with private insurers meeting the standards of subsection (c), the following policies: (i) workers' compensation insurance covering all Manager's employees meeting statutory limits under Part I; (ii) motor vehicle liability, collision and comprehensive insurance coverage for business use of vehicles operated by Manager or its employees, partners officers, directors, agents, independent contractors or other authorized users in connection with the operation and management of the Superdome with limits of not less than $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; (iii) commercial general liability coverage including premises and operations, broad form property damage, and contractual liability coverages, with limits of not less than $1,000,000 per occurrence and (iv) excess liability with limits not less than $10,000,000.

16. DAMAGE TO THE ARENA.

(a) Repair of Damage. If the Arena is damaged and Tenant does not terminate this Agreement under this Section 16, Manager shall, from funds made available to it for that purpose by the State or the LSED, promptly and diligently repair and restore the Arena to substantially the same condition as existed before the damage, to the extent practicable. Manager shall attempt, diligently and in good faith to have the Arena so repaired and restored within 90 days from the date the damage occurs, if practicable.

(b) Long Term Damage. If the Arena is damaged and cannot practicably be repaired and/or restored within 90 days from the date of damage and, as a result, the Team is required to