

**EXHIBIT E**  
General Terms and Conditions

1. **Defined Terms.** All terms defined in the Agreement to which this Exhibit E is attached shall be applicable to the general terms and conditions contained in this Exhibit E.
2. **Comply with Applicable Laws.** In using the Use Area, User shall comply and shall ensure that User's officers, employees, vendors, sellers, contractors, consultants, agents, representatives, and any person acting on behalf of User, including all members of the User's organization assisting with the planning, arrangements, and carrying out of the Authorized Activity and User's activities or use of the Use Area (collectively the "User Agents") comply with all of the requirements of all municipal, state, and federal authorities and observe all laws, statutes, ordinances, rules, and regulations, orders, and directives of any federal, state, or county governments applicable to this Agreement or the Use Area, now in force or which may hereafter be in force (collectively "Applicable Laws") and all applicable UH and UH Campus rules, policies, procedures, and guidelines relating to the use of the Use Area, the Facility, and/or the UH Campus (collectively the "UH Policies").
3. **Indemnify and Defend UH.** As a condition to the UH's grant of permission to User to use the Use Area to conduct the Authorized Activity herein, User shall, at all times, indemnify, defend with counsel reasonably acceptable to the UH, and hold harmless UH, UH's officers, employees, agents, representatives, and any person acting on behalf of UH (collectively the "UH Agents"), from and against any claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH), by whomsoever incurred, sustained, or asserted, including, without limitation, claims for property damage, personal injury, bodily injury, death, lost revenues and other economic loss, and/or environmental damage, directly or indirectly arising from or connected with any of the following:
  - a. **Exercise of rights.** The exercise of any rights or privileges under this Agreement by User or any of the User Agents.
  - b. **Act or omission.** Any act or omission by User or any of the User Agents.
  - c. **Casualty.** Any accident, fire or other casualty on or near to the Use Area, the Facility, and/or the UH Campus, arising from events, occurrences, or incidents at, on, within, or attributable to the acts or omissions of User or the User Agents.
  - d. **Violation.** Any violation or alleged violation by User or any User Agents of any Applicable Laws (including, without limitation, Environmental Laws), arising from events, occurrences, or incidents at, on, within, or attributable to the Use Area, the Facility, and/or the UH Campus.
  - e. **Loss.** Any loss or theft whatsoever of any property placed or stored by User or any User Agents on or near the Use Area, the Facility, and/or the UH Campus.
  - f. **Misrepresentation.** Any material misrepresentation or inaccuracy in any representation or warranty by User or any User Agents under this Agreement.
  - g. **Challenge.** Any challenge to the authority of: (1) User to negotiate, enter into, or execute this Agreement or (2) User and/or any User Agents to perform any obligations under this Agreement.
  - h. **Failure to perform.** Any failure by User or any User Agents in whole or in part, to fully and properly perform any of the terms and conditions contained in this Agreement, including, without limitation, the breach or default by User or any User Agents in the performance of any of said terms and conditions of this Agreement.
  - i. **Removal.** Any enforcement by UH of any provision of this paragraph 3 and any costs incurred in duly removing User or any of the User Agents from the Use Area, the Facility, and/or the UH Campus and/or restoring the same as provided herein.
  - j. **UH enforcement.** Any actions by UH or others to enforce the terms and conditions of this Agreement, including the performance of any of the obligations of User or any User Agents hereunder.
4. **Insurance.** User shall, and shall ensure that all User Agents shall, during the entire term of this Agreement, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an

insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of User and/or the User's Agents, including any of the User's contractors within, on, or about the Use Area, the Facility, and/or the UH Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit

\$1,000,000.00 Each occurrence  
 \$2,000,000.00 General Aggregate per policy year  
 \$2,000,000.00 Products and Completed Operations Aggregate per policy year

Personal/Advertising Injury – Each occurrence	\$1,000,000.00
Medical Expenses -- Any one person	\$5,000.00
Damage to Rented Premises – Each occurrence	\$250,000.00

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this paragraph 4 (Insurance) covering User's conduct of the Authorized Activity on or within the Use Area, the Facility, and/or the UH Campus and all of the activities and operations of the User and the User Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawaii law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the User and the User Agents on or about the Use Area, the Facility, and/or the UH Campus, with coverage, amounts, and limits as required by law.

- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

User shall ensure that User's subcontractors / subconsultants (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

[check the box if Pollution Liability Insurance is required.]

- (5) Pollution Liability Insurance. Pollution Liability Insurance for environmental liabilities, which would include, but are not limited to, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the User or the User Agents, the conduct of the Authorized Activity, or any activities of the User or the User Agents relating thereto, with a combined single limit coverage of at least \$1,000,000.00 per occurrence. [Note: Optional based on UH Campus determination as to the extent hazardous materials may be used or involved with Authorized Activity].

- b. Common provisions. Each insurance policy that User and/or any of the User Agents are obligated to obtain under this Agreement shall be subject to the following:
- (1) Notice of changes. User will be required to notify UH of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
  - (2) UH insurance not primary. Insurance obtained by User and/or any User Agents pursuant to this Agreement will be primary and any UH insurance will apply only in excess of and not contribute with such insurance obtained by User and/or any User Agents.
  - (3) Name UH as an additional insured. UH shall be named as an additional insured on all insurance coverage that User and/or any User Agent is required to obtain under this Agreement except for the Workers' Compensation and Employers' Liability insurance.
  - (4) Waiver of subrogation. All insurance obtained by User will contain a waiver of subrogation endorsement in favor of UH
  - (5) UH not required to pay premiums. User and User Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. UH will not be responsible for paying any such costs.
  - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the nature of the Authorized Activity, User's use of the Use Area, and/or the conduct of the Authorized Activity on or within the Use Area, the Facility, and/or the UH Campus.
- c. Deposit insurance certificates. User will timely deposit and keep on deposit with UH, certificates of insurance necessary to satisfy UH that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.
- d. UH may cure failure to obtain/maintain insurance. If User fails to provide and maintain the insurance required by this Agreement after written notice to comply from UH, UH may, but shall not be required to, procure such insurance at the sole cost and expense of User, who shall be obligated to immediately reimburse UH for the cost thereof plus ten percent (10%) to cover UH's administrative overhead.
- e. Lapse in insurance constitutes a breach. Any lapse in, or failure by User or any User Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and UH may terminate the rights of User and all User Agents to access and/or use the Use Area, the Facility, and/or the UH Campus.
- f. Insurance shall not limit User liability. Obtaining the required insurance coverage will not be construed to limit User's liability hereunder or to fulfill User's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, User shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of User and/or the User Agents.
- g. UH may adjust insurance requirements. UH may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event User shall, and shall cause the User Agents to, obtain insurance, as modified. UH's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. User shall satisfy all UH risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.
5. User Responsibility for User Agents and Attendees. User shall be responsible for the conduct of all of those involved with User's use of the Use Area and the conduct of the Authorized Activity, including, without limitation, all User Agents and the attendees and participants (collectively the "Attendees"). Smoking of any substance in any form (whether cigarettes, cigars, or e-cigs) anywhere within the Use Area, the Facility, and/or the UH Campus is prohibited.