

Insurance Requirements

I. Evidence of Coverage

The Contractor/Renter, at its sole cost, shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the Solano County Fair Association, the County of Solano, the State of California, the California Fair Services Authority and each agency's officers, agents, employees, directors, managers, volunteers and elected or appointed boards, from occurrences related to operations under the contract.

This may be provided by:

A. **Insurance Certificate** - The Contractor/Renter provides the SCFA with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**

The Solano County Fair Association, the County of Solano, the State of California, the California Fair Services Authority and each agency's officers, agents, employees, directors, managers, volunteers and elected or appointed boards, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement.

2. **Dates:** The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates. Important: COI must use the "Rental Term" dates, not the "Activity Date(s)."**

3. **Coverages:**

a. **General Liability** - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01.

Limits shall be not less than:

- i. **\$5,000,000 per occurrence** for **Fairtime Carnival Rides** and for **Freefall Attractions** (elevated jumps involving airbags).
- ii. **\$5,000,000 per occurrence** for the following types of **Motorized Events**:
 - automobile races; drifting exhibitions; truck rodeos, tractor/truck pulls; destruction derbies; RV destruction derbies; mud bogs; mud racing; car crunches; monster truck shows; automobile thrill shows; figure 8 racing; stock car racing; tuff trucks; boat races; autocross; dirt racing; oval track; sprint cars/410 sprints; modified; super stock; mini-stock; dwarf cars; micro lights; enduro; pro stock.
- iii. **\$3,000,000 per occurrence** for the following types of **Motorized Events**:
 - motorcycle racing; flat track motorcycle racing; arena-cross; freestyle motocross; motorcycle thrill shows and stunt teams; ATV; sand drags; go karts; snowmobile races; quarter midget races; golf cart races; Redneck Roundup (ATVs); lawnmower races.
- iv. **\$3,000,000 per occurrence** for **Rodeo Events** all types **with a paid gate** and any **Rough Stock** events.
- v. **\$2,000,000 per occurrence** for **Rodeo Events** all Types **without a paid gate** and **with** any **Rough Stock** events and for **Swap Meets/Flea Markets** held two or more times per calendar year.
- vi. **\$2,000,000 per occurrence** for the following **Motorized Events**:
 - car jumping contests/demonstrations of hydraulic modifications to automobiles.
- vii. **\$2,000,000 per occurrence** for:
 - **Interim Carnival Rides; Fairtime Kiddie Carnival Rides of up to 6 rides; Concerts with over 5,000 attendees; Rave Type Events All Types; Cannabis Festivals/Trade Shows; Mechanical Bulls; Extreme Attractions All Types,**

including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip lines or similar attractions requiring a Cal/OSHA permit to operate; **Rave Type Events** – Any dance or concert which extends beyond midnight; **Simulators**; **Swap Meets/Flea Markets** – Markets held two or more times per calendar year.

viii. **\$1,000,000 per occurrence** for **Rodeo Events** all Types **without** any **Rough Stock** Events.

ix. **\$1,000,000 per occurrence** for:

- **Antique Shows; Arts/Crafts; Auctions** – other than Animal; **Auto Sales** (no auto coverage); **Banquets, Receptions, Social Gatherings; Barbecues/Picnics; Bingo; Birthday Party/Quinceanera; Business Services** – Accounting services, Advertising agencies, Booking agencies, Public Relations, Fair consulting services, Admissions Management, Computer/IT Services, Exhibitor entry and auction data processing, and other similar services; **Car Shows/Motorcycle Shows; Cattle & Horse Sales; Commercial Concessionaires/Exhibitors; Concerts (Non-Rave Events)** – Under 5,000 attendees; **Conventions; Dances** – Under 5,000 attendees; **Dog Shows** – No training/obedience classes; **Equestrian Facility Use; Exchange/Service Club Meetings; Exhibitions; Festivals; Films/Lectures; Funerals/Memorial Services; Food and Beverage Concessionaires; Graduation Ceremonies; Health Fairs; Horse/Cattle Symposiums; Horse Shows** – (non-competitive or competitive horse shows being operated under State rules, United States Equestrian Federation (formerly USA Equestrian) rules or Breed Association rules; **Independent Animal Exhibitors; Instruction Classes/Aerobics (no participant coverage); Job Fair/Business Expo; Meetings** – Social organizations, Fraternities, Business, Charity, Non-Profit; **Overnight camping; Palm Readings/Tarot Card Reading/Face Painting; Performances/Theatrical (NOT CONCERTS) and Practices; Retreats; Reunions** – Family or class; **RV Rallies; Seminars/Speaking Engagements/Training Sessions; Shows** – All Types, including but not limited to boat shows, car shows, coin shows, craft/ceramic shows, doll shows, flower shows, gem and mineral shows, gun shows, home and garden shows, RV show and sales, sports card shows, and trade shows; **Small Animal Show & Clinic; Sport Shows; Stamps Shows; Swap Meet/Flea Markets** – Markets one time per calendar year; **Weddings/Receptions/Baptisms; Animals** – All Types of Events, including but not limited to circuses, pony and other animal rides, petting zoos, pig (or other animal) races, dog training/obedience classes, horse-drawn refuse collection, wild/exotic animal exhibits and horse-pulled hay rides; **Athletic Events, Competitive** – All Types; **Building & Grounds Maintenance** – Janitorial service, cleaning service, window cleaning, carpet cleaning, landscaping, tree trimming/removal; **Chainsaw/Wood Carving/Lumberjack Competitions; Construction and Improvements on Buildings**: Major repair, major alterations, new construction of buildings, excavation, drilling, and demolition, modular buildings, portable structures; Drones/Remote control flying objects; **Elevator Maintenance; Entertainment** – Trapeze, spin wheel or acrobat acts, tight rope, boxing matches, wrestling, strolling acts, stilt walks, clowns and hypnotists; **Equestrian Events** – All Types of Events, including but limited to horse show, jousting, cutting and reining horses (training and lessons), gymkhana, team penning, team roping, barrel racing, dressage and show jumping; **Equipment Rental** – Sound/lights, pipe and drape, bleachers, portable stages, temporary/portable trailer rental and scaffolding; **Fireworks Exhibitions; Hazardous Substances** – Treatment, removal, storage or any other handling of any hazardous substances, including but not limited to tox and petroleum waste and asbestos; **Haunted Houses; Medical Services** – EMT, first aid services, and ambulance services; **Miscellaneous** – Dunk tanks, tattooing, body piercing, parachuting, bouncy balloons, bounce houses, trampolines, rock climbing wall, foam parties, water wars, water balloon flights, circus, wheelchair and stroller rental, water bobbles, soccer bobbles; **Motorized Events** – Bus training, ride and drive, auto research, trackless train, ATV training, golf carts (general use), car cruise, tow trucks, ladder truck training, heavy equipment training, parking lot/street sweeping, car control clinic, parades, bus/shuttle service, ambulance/fire/police,

electric wheelchair/scooter, tractor parade; **Parking Services**; **Parades**; **Rodeo Events** – All types of Events without any Rough Stock Events, but including barrel racing, penning and roping; **Sanitation Services** – Portable restrooms/showers, portable toilets/port-a-potties and hand-washing stations; **Security Services** – Public and private; **Sewer, water and other underground utilities** (electrical, fiber-optic communications and gas lines) lines – maintenance and/or installation; **Sport Activities** – Rifle or gun club activities, archery practice, skeet range, golf driving ranges, laser tag, paint ball, obstacle courses and axe throwing; **Spraying** – Pest control, fumigation, crop or agricultural spraying and application; **Transporting** – All Types, including but not limited to helicopter, stage coach, horse-pulled hay rides, trackless trains, hot air balloons, any aircraft (fixed wing or rotor), watercraft, livestock hauling (for auction) and armored car service; **Wheeled Events** – All types, including but not limited to roller derbies, roller skating, in-line skating, hockey, scooters, skateboards, hover boards, bicycles, Segways, and BMX events.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the Contractor's/Renter's activities, or business to be conducted under the rental agreement, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the Contractor's/Renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the Contractor's/Renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of Renter's vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained covering Contractor's/Renter's employees, as required by law.
 - d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. **Cancellation Notice**: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. **Certificate Holder**:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. **Insurance Company**: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. **Insured**: The Contractor/Renter must be specifically listed as the Insured.

or

- B. **CFSA Special Events Program** - The Contractor/Renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

or

- C. **Master Certificates** - A current master certificate of insurance for the Contractor/Renter has been approved by and is on file with California Fair Services Authority (CFSA).

or

- D. **Self-Insurance** - The Contractor/Renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. **General Provisions**

1. **Maintenance of Coverage** - The Contractor/Renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, Contractor/Renter agrees to provide the SCFA, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority and Contractor/Renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor/Renter fails to keep in effect at all times insurance coverage as herein provided, the SCFA may, in addition to any other remedies it may have, take any of the following actions:
 - a. Declare a material breach by Contractor/Renter and terminate this contract;
 - b. Withhold all payments due to Contractor/Renter until notice is received that such insurance coverage is in effect;
 - c. Obtain such insurance coverage and deduct premiums for same from any sums due or which become due to Renter under the terms of this contract.
2. **Primary Coverage** - The Contractor's/Renter's insurance coverage shall be primary and any separate coverage or protection available to the SCFA or any other additional insured shall be secondary.
3. **Contractor's/Renter's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which Contractor/Renter may be held responsible for damages resulting from Contractor's/Renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor/Renter of liability in excess of such minimum coverage, nor shall it preclude the SCFA from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The Contractor's/Renter's indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by SCFA, Contractor/Renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride Contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. **Participant Waivers**

1. For hazardous participant events (see Subsection 4. below), the Contractor/Renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by Contractor's/Renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by Contractor/Renter.
2. Contractor/Renter shall ensure that any party renting space from the Contractor/Renter with, or for, hazardous participant events (see Subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by Contractor's/Renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the Contractor/Renter.
3. **The Contractor/Renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. Above to the SCFA at the end of the rental agreement.**
4. Hazardous participant events include but are not limited to, any event within the following broad categories:
 - Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; Wheeled Events, including bicycle, skates, skateboard, or scooter.

Contact California Fair Services Authority, Risk Management Department at (916) 921 – 2213 for further information and for CFSA Release and Waiver Form.

11. **Indemnification and Hold Harmless.** Renter will indemnify, hold harmless and assume defense of, in any action of law or equity, the Solano County Fair Association, the County of Solano, the State of California, the California Fair Services Authority and each agency's officers, employees, agents and elective and appointed boards, from all claims, losses, damages, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of Renter or of any persons directly or indirectly employed by, or acting as agent for Renter, but not including the sole negligence or willful misconduct of SCFA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the progress of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve Renter from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages of every kind suffered, by reason of any of Renter's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.