

Attachment B

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Agreement No. _____

Amendment #1 Allen Berg Racing School

**AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY AND
ALLEN BERG RACING SCHOOL**

THIS AMENDMENT #1 is made to the VEHICLE STORAGE LICENSE AGREEMENT for the license of property located at WeatherTech Raceway Laguna Seca, property owned by Monterey County, California to locate storage containers in the Vehicle Storage License Agreement by and between ALLEN BERG RACING SCHOOL, hereinafter "LICENSEE", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "Licensor"; and

WHEREAS, the Licensor executed the original AGREEMENT on October 18, 2021; and

WHEREAS, the Licensor and LICENSEE wish to amend the AGREEMENT to reflect an amendment to the "Term" and "Rental" to the County of Monterey Vehicle Storage License Agreement Allen Berg Racing School.

NOW THEREFORE, the Licensor and LICENSEE hereby agree to amend the AGREEMENT in the following manner:

1. **Section 1, "Premises/Term" shall be amended by removing "...An area on which Licensee has located five (5) 8' x 40' storage containers..." and replacing it with "...An area on which Licensee has located six (6) 8' x 40' storage containers..."**
2. **Section 2, "Rental" shall be amended by removing "The base monthly license shall be \$2,400 per month, due on the fifteenth day of each month, beginning July 1, 2021..." and replacing it with "The base monthly license fee shall be \$2,880 per month, due on the fifteenth day of each month, beginning December 1, 2021..."**
3. **Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.**
4. **A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT signed October 18, 2021.**

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IN WITNESS WHEREOF, the parties have executed the **AMENDMENT** on the day and year written below.

COUNTY OF MONTEREY

ALLEN BERG RACING SCHOOL

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Allen Berg - President

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: Nov 9, 2021

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Designated by:


B169D1AF881147E
Deputy County Counsel

Dated: 3/23/2022 | 10:47 AM PDT

County Board of Supervisors' Agreement Number: _____, approved on: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

POLICY NUMBER: SMCGL0055800

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: The person or organization with whom the insured has executed an agreement or contract prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: SMCGL0055800

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy and executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-20-2021

GROUP:
POLICY NUMBER: **9209213-2021**
CERTIFICATE ID: **2**
CERTIFICATE EXPIRES: **04-25-2022**
04-25-2021/04-25-2022

**COUNTY OF MONTEREY WTRLS
1021 MONTEREY SALINAS HWY
SALINAS CA 93908-8937**

SP

JOB: WEATHER TECH RACEWAY LAGUNA SECA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

**ALLEN BERG MOTORSPORTS USA INC (A CORP) SP
9666 BUSINESSPARK AVE STE 208
SAN DIEGO CA 92131**

[P1E,HO]