

Attachment A

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Cresco Equipment Rentals

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Golf Cart Rentals and Service

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 150,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2022 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Bryan Flores Chief of Parks	Michael Meyer Sales Manager
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901	318 Stealth Court Livermore, CA 94551-1616
Address	Address
831-796-6425	925-580-5923
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**
- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
Brian P. Briggs
B162D1AF861147F...

By: _____
Date: 3/16/2022 12:38 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Joey Nolasco
E60C442ED05B437...

By: _____
Date: 3/16/2022 1:44 PM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Date: _____
Risk Management

Cresco Equipment Rentals

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

Arnon Vowles GM, Credit & Risk
Name and Title

Date: 3/3/2022

[Signature]

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

Chris Smith - President
Name and Title

Date: 3/14/22

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

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

Approval by County Counsel is required

Approval by Auditor-Controller is required

Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Cresco Equipment Rentals
Date: _____	Contractor's Business Name*
By: _____ Department Head (if applicable)	By: _____ <i>[Signature]</i>
Date: _____	(Signature of Chair, President, or Vice-President) *
By: _____ Board of Supervisors (if applicable)	<i>ARON VELVE GM CRESCO & RISK</i>
Date: _____	Name and Title
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel	Date: <u>3/3/2022</u>
By: _____ County Counsel	By: _____
Date: _____	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Approved as to Fiscal Provisions	_____
By: _____ Auditor/Controller	Name and Title
Date: _____	Date: _____
Approved as to Liability Provisions Office of the County Counsel-Risk Manager Leslie J. Girard, County Counsel-Risk Manager	
By: _____ Risk Management	
Date: _____	

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

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**Addendum to
County of Monterey Standard Agreement**

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated April 1, 2022 (the "Agreement"), by and between the County of Monterey ("County") and Cresco Equipment Rentals ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech@Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager.

"CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their

officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager.”

6. Section 14 NOTICES is hereby amended by adding LSRA Manager’s information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.
8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.
9. Attached here to and incorporated herein is Exhibit A.

Exhibit A
Scope of Contractor Services

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization contract work amounting to not less than 50 percent of the original work, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A1.2 CONTRACTOR RESPONSIBILITIES

A1.2.1 CONTRACTOR has been approved to be a provider of Golf Carts Rentals and Service for Laguna Seca Recreation Area during the term of this Agreement.

A1.2.2 CONTRACTOR shall always maintain in full force during the performance of this Agreement insurance covering all its operations as set forth in Article 9.0 of the Agreement.

A1.2.3 CONTRACTOR shall maintain and provide the COUNTY with the following equipment and services during the term of this Agreement:

A1.2.3.1 CONTRACTOR agrees to provide the COUNTY with a minimum quantity of 61 rental golf carts and service. All golf carts must be in good and working condition for the purpose of supporting the scheduled events.

A1.2.3.2 CONTRACTOR agrees that COUNTY shall have the right to cancel a specified number of golf carts with at least two (2) weeks advance notice of scheduled events at no penalty or cost.

A1.2.3.3 CONTRACTOR agrees to deliver Initial Order of golf carts to the Facility on the Tuesday of the event week.

A1.2.3.4 CONTRACTOR agrees to deliver Bulk Order of golf carts to the Facility in enough time to have them organized and ready to be signed out on the day prior to the event start.

A1.2.3.5 CONTRACTOR agrees that the rates covered in Section A1.6.1 shall include Tuesday through Monday of the event in the one week rental period.

A1.2.3.6 CONTRACTOR agrees to provide any mechanical service needs during the rental period.

A1.2.3.7 CONTRACTOR agrees to deliver all golf carts fully serviced, washed, and fueled.

A1.2.3.8 CONTRACTOR shall inform COUNTY of any rental issues in writing at least sixty (60) days prior to the start date of each event.

A1.2.3.9 CONTRACTOR shall provide COUNTY with contact information for onsite event service.

A1.2.3.10 CONTRACTOR agrees to provide a lock and cable for all golf carts rented to COUNTY. In the case that said lock and cable are not returned, CONTRACTOR shall hold the right to charge COUNTY a reasonable replacement fee.

A1.2.3.11 COUNTY agrees to pay replacement costs for any lost/stolen golf carts rented to COUNTY and not returned. COUNTY agrees to pay replacement costs for damaged golf carts caused by approved COUNTY operations at a standard industry labor rate plus parts.

A1.2.3.12 CONTRACTOR and its employees shall abide by all LSRA COVID-19 protocols while on site.

A1.2.4 CONTRACTOR agrees to supply the COUNTY with the requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. CONTRACTOR shall also supply and bill Third-Party customers for requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Event types include premier events, track rentals, facility rentals, and non-premier events. The 2022 Laguna Seca Recreation Area premier event schedule is the following:

April 7-10	Sea Otter Classic
April 22-24	Trans Am SpeedFest
April 29-May 1	Hyundai Monterey Sports Car Championship
July 8-10	GEICO Motorcycle MotoAmerica Superbike SpeedFest at Monterey (TBC)
July 15-17	AHRMA Classic MotoFest of Monterey
August 13-14	Monterey Pre-Reunion
August 17-20	Rolex Monterey Motorsports Reunion
September 9-11	Firestone Grand Prix of Monterey
October 14-16	Velocity Invitational (TBC)

A1.2.5 No deliveries or setup for or during an event shall occur without CONTRACTOR first informing COUNTY OR ITS AGENT and receiving written authorization from the COUNTY OR ITS AGENT that requested delivery is approved. This is to ensure proper placement and ensure other work is not negatively impacted. Failure by CONTRACTOR to comply with this requirement may result in the delay or prohibiting of delivery or setup.

A1.4 MUTUAL CONSIDERATIONS:

A1.4.1 CONTRACTOR shall have access to one (1) Golf Cart Corral Area during the Event Period and other times as mutually agreed upon by BOTH parties in writing. CONTRACTOR shall have the opportunity to display banners within their assigned Golf Cart Corral Area, with final approval of all banners displayed by the COUNTY OR ITS AGENT. These banners must face the interior of their assigned Golf Cart Corral Area.

A1.4.2 COUNTY agrees to allow CONTRACTOR to store golf carts on the Laguna Seca Recreation Area property during the Hyundai Monterey Sports Car Championship. The golf carts shall then be picked up by CONTRACTOR no later than fourteen (14) days after the final Event Period. CONTRACTOR agrees that by leaving and taking advantage of the COUNTY offer to leave the golf carts that the COUNTY is not assuming any responsibility or liability for those golf carts.

A1.5 FORCE MAJEURE PROVISIONS

A1.5.1 COUNTY and CONTRACTOR shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared), pandemic or other health emergency, or other calamity such as fire, earthquake, hurricane, flooding, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

A1.5.2 CONTRACTOR acknowledges notice that COUNTY may terminate this Agreement at any time if the Laguna Seca Recreation Area and facilities are required by COUNTY's grantor of the property hereunder, the United States of America, for the national defense.

A1.5.3 CONTRACTOR may terminate this agreement at any time by giving thirty (30) days written notice of termination to COUNTY and LSRA MANAGER. In the event of such termination, the amount payable under this agreement shall be reduced in proportion to the services provided prior to the date of termination.

A1.6 PAYMENT PROVISIONS

A1.6.1 CONTRACTOR shall rent golf carts to COUNTY on an Event by Event basis at the following weekly rates during the term of this Agreement:

- I. 4-Passenger Golf Carts with lights \$350.00 per event
- II. Cargo Bed Golf Carts with lights \$350.00 per event
- III. 6-Passenger Golf Carts with lights \$350.00 per event

RENTAL ITEMS	DESCRIPTION	MINIMUM	RENTAL RATES		
			DAY	WEEK	4 WEEKS
0060660	CC: 006-0660 UTILITY CART, GAS W/4' BOX	150.00	150.00	350.00	750.00
0600930	CC: 060-0930 4 SEAT GAS CART	135.00	135.00	350.00	750.00
0600800	CC: 060-0800 6 SEAT GAS CART	150.00	150.00	350.00	750.00

Additional Charges:

Proptax – CACC 1656.5 Prop Tax Recovery Fee	0.75%
Environmental Charge	\$20.00
Delivery Fee	\$700.00
Pick-up Fee	\$700.00
Sales Tax	7.750%

A1.6.2 CONTRACTOR agrees to ensure that all golf carts are delivered in good working order and condition.

A1.6.3 CONTRACTOR will provide COUNTY with a detailed invoice for completed services. COUNTY agrees to pay CONTRACTOR within 30-45 days from receipt of approved invoice by the Auditor-Controller’s office.

***** END OF EXHIBIT A *****

Contractor Payment Provisions

CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees. CONTRACTOR is to be reimbursed, through the County’s standard processes, upon County’s and LSRA Manager’s receipt of necessary invoices evidencing the fee incurred by CONTRACTOR.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-798-3334 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668 Concord, CA 94524	CONTACT NAME: Dena Sommerfield PHONE (A/C No. Ext): 925-822-9041 FAX (A/C No): 925-609-5532 E-MAIL ADDRESS: dena.sommerfield@epicbrokers.com														
INSURED Norcal Rental Group, LLC dba Cresco Equipment Rentals 318 Stealth Court Livermore, CA 94551	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ARCH INS CO</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER B: LEXINGTON INS CO</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER C: NEW HAMPSHIRE INS CO</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ARCH INS CO	11150	INSURER B: LEXINGTON INS CO	19437	INSURER C: NEW HAMPSHIRE INS CO	23841	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 64626994** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PRPKG0001505	09/01/21	09/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg	X	X	PRPKG0001505	09/01/21	09/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PRFX0059202-Auto Only 080877677	09/01/21 04/01/21	09/01/22 04/01/22	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15893698	04/01/21	04/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			PRPKG0001505	09/01/21	09/01/22	Spec Form 41,900,000 Deductible: 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Contracts on file with insured
 Additional Insured(s): County of Monterey, A&D Narigi Consulting, LLC, and thier its officers, agents, and employees.
 When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability. Waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements.

CERTIFICATE HOLDER **CANCELLATION**

County of Monterey 1441 Schilling Place, 2nd Floor South Salinas, CA 93901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

(2) explosion, smoke, or leaks from automatic fire protective systems caused by you;

to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

2. **SECTION II – WHO IS AN INSURED** is amended to include the following:

BROAD NAMED INSURED

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain an ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you formed, acquired or obtained majority interest in the organization; and
2. Coverage B does not apply to a "personal and advertising injury" arising out of an offense committed before you formed, acquired or obtained majority interest in the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

The person or organization first named in Item 1 of the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving or receipt of notice of cancellation, the payment of premiums and deductibles, and the receiving of return premium, if any.

→ **ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT**

1. Any person or organization is an insured with whom you have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured to this policy, provided such contract, agreement, or permit is:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

However, the insurance afforded to such additional insured(s):

- a. Applies only to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The following provisions and limitations apply to insurance provided to the additional insured(s) described in Paragraph 1.a. and 1.b. above:
 - a. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury":

- (1) Caused, in whole or in part, by your maintenance, operation or use of equipment leased to you under an equipment lease with such person or organization. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (2) Arising out of your ownership, maintenance or use of that part of the premises leased to you by such person or organization. This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- (3) Caused, in whole or in part, by:
 - (a) Your acts or omissions; or
 - (b) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Such person's or organization's status as an additional insured ends when your operations for that insured are completed.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (ii) Supervisory, inspection, architectural or engineering activities.
 - (b) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- b. Unless otherwise noted above, such person's or organization's status as an additional insured ends when their lease, contract, agreement or permit with you ends. With

respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the lease, contract, agreement or permit expires.

→ c. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if the written contract, agreement or permit between you and the additional insured specifically requires that this insurance be primary.

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

(1) The most we will pay on behalf of the additional insured is the amount of insurance:

(a) Required by the contract, agreement or permit; or

(b) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

3. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leaks from automatic fire protective systems, or any combination thereof while rented to you or temporarily occupied by you with the permission of the owner.

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. **KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of paragraphs 2.a. and 2.b. apply only when the "occurrence", offense, claim, or "suit" is known to:

(1) you, if you are an individual;

(2) a partner or member if you are a partnership or joint venture;

(3) an officer or director if you are an entity other than a partnership, joint venture or limited liability company;

(4) a member or manager if you are a limited liability company; or

(5) an insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items (1) - (5) of this provision has actual knowledge.

b. FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition **6. Representations**:

- d.** Failure to disclose all hazards or prior “occurrences” or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, unless an individual described in items 4.a.(1)-(5) of this provision has actual knowledge of all hazards or prior “occurrences” or offenses.

→ **c. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Condition **8. Transfer of Rights of Recovery Against Others To Us** is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

5. SECTION V – DEFINITIONS is amended as follows:

EXTENDED DEFINITION OF “BODILY INJURY”

Paragraph **3.** “Bodily injury” is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. Mental anguish means mental suffering or emotional disturbances such as distress, fear, anxiety, depression, grief or psychosomatic physical symptoms.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: PRPKG0001505

Named Insured: NORCAL RENTAL GROUP, LLC DBA CRESCO EQUIPMENT RENTALS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 9/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

It is agreed that:

1. To the extent that the provisions of this endorsement provide broader benefits to the “insured” than the provisions of the Business Auto Coverage Form, the provisions of this endorsement apply.
2. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** is deleted and replaced with the following:

1. Who Is An Insured

The following are “insureds”:

- a. You for any covered “auto”.
- b. Any “employee” of yours while using a covered “auto” you do not own, hire, or borrow in your business or your personal affairs.
- c. Anyone else while using with your permission a covered “auto” you own, hire or borrow except:

- (1) the owner or anyone else from whom you hire or borrow a covered “auto”.

This exception does not apply if the covered “auto” is a “trailer” connected to a covered “auto” you own.

- (2) Your “employee” if the covered “auto” is not owned by that “employee” or a member of his or her household.
- (3) someone using a covered “auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is yours.
- (4) anyone other than your “employees” partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their “employees”, while moving property to or from a covered “auto”.
- (5) a partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability.

→ e. Additional Insured If Required By Contract Or Agreement

When you have agreed in a written contract or written agreement to provide insurance for an additional insured, such person or organization is included as an “insured”:

- (1) Only to the extent such person or organization is liable for “bodily injury” or “property damage” caused by the conduct of an “insured” under Paragraphs **a.** or **b.** of **Who**

Is An Insured, with regard to the ownership, maintenance or use of a covered “auto”, and

- (2) The insurance afforded to any such additional insured applies only if the “bodily injury” or “property damage” occurs:
 - i. During the policy period, and
 - ii. Subsequent to the execution of such contract or agreement, and
 - iii. Prior to the expiration of time that the written contract or agreement requires such additional insured coverage to be provided.
- (3) The most we will pay on behalf of such additional insured is the lesser of:
 - i. The Limits of Insurance specified in the written contract or agreement; or
 - ii. The Limits of Insurance shown in the Declarations.
- (4) The amount in (3) above shall be a part of and not in addition to the Limits of Insurance shown in the Declarations.
- (5) This insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary, otherwise this coverage is excess.

f. Broadened Named Insured

- (1) Any legally incorporated business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such organization of more than 50%. The Named Insured does not include any organization that is an “insured” under any other automobile policy or would be an “insured” under such policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Coverage does not apply to “bodily injury” or “property damage” of a Named Insured specified in f.(1) above that results from an “accident” that occurred before you formed or acquired the business entity.

g. Lessors As Insureds

- (1) The lessor of a covered “auto” is an “insured” while the “auto” is leased to you under a written agreement if:
 - i. The agreement requires you to provide direct primary insurance for the lessor; and
 - ii. The “auto” is leased without a driver.
- (2) Such a leased “auto” will be considered a covered “auto” you own and not a covered “auto” you hire. “Loss” to a covered leased “auto” is subject to the following:
 - i. We will pay, as their interest may appear, you and the lessor named in this endorsement for “loss” to a “leased auto”.

- a. In the event of a total “loss” to a non-“hybrid auto” for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverage specified in **SECTION III – PHYSICAL DAMAGE COVERAGE** are amended as follows:
 - 4. If the “auto” is replaced with a “hybrid auto” or “electric auto” we will pay an additional 10% of the non-“hybrid auto’s” actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - 5. The “auto” must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of “loss”; and
 - 6. If more than one “auto” is damaged in any one “loss”, the most we will pay under this Coverage for any one “loss” is \$5,000.
- b. For the purpose of this coverage, the following Definitions are added:
 - (1) “Hybrid auto” is defined as an “auto”, including a hybrid “electric auto” that is powered by two sources: an internal combustion engine and an electric motor.
 - (2) “Electric auto” is an “auto” that is powered by an electric motor instead of a gasoline engine. The “electric auto” uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

13. AUTOS RENTED BY EMPLOYEES

- a. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire.
- b. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. 5. Other Insurance** is amended by adding:
 - f. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

14. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following Paragraph is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- c. Prompt notice of an “accident”, claim, “suit” or “loss” to an agent or “employee” of the “insured” will not in itself constitute your knowledge of such “accident”, claim, “suit” or “loss” unless an executive officer or manager of the “insured’s” operation receives such notice from its agent or “employee”.

→ **15. WAIVER OF SUBROGATION**

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” but only to the extent that subrogation is waived prior to the “accident” or the “loss” under a written contract or written agreement with that person or organization.

16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

ENDORSEMENT

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2021

forms a part of Policy No. WC 158-93-698

Issued to Norcal Rental Group, LLC dba Cresco Equipment Rentals

By New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00% of the total estimated workers compensation premium for this policy.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/28/2022

NAME OF INSURED: Norcal Rental Group, LLC
dba Cresco Equipment Rentals

Additional Description of Operations/Remarks from Page 1:

Additional Information: