

# Attachment A

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**CONCESSION AGREEMENT  
FOR  
SPECIAL EVENTS**

**Dates of Event: June 3, 2017**

This agreement ("Agreement") by and between the County of Monterey, hereinafter called "COUNTY", and Spartan Race Inc., hereinafter called "CONCESSIONAIRE",

**WITNESSETH:**

- I.** CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the Monterey Spartan Super/Sprint 2017, during the period of June 3, 2017, to be held at Toro County Park in Monterey County, California.
- II.** COUNTY hereby grants to the CONCESSIONAIRE the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement:
  - A. Toro County Park** ("Park") in its entirety (Saturday, June 3, 2017, 4:00 am-11:00 pm). All facilities are provided on an "as is" basis. CONCESSIONAIRE shall provide COUNTY a detailed timeline showing dates, times and areas of set up, clean up and remediation no later than May 1, 2017, as part of the Plan submission.
  - B.** CONCESSIONAIRE agrees that the Park will be open to the public all days except the event day (Saturday, June 3, 2017). CONCESSIONAIRE will build the race course and obstacles in a manner that does not interfere with public use of the Park to the best of their ability and obstacles shall be secured from public use. COUNTY shall not reserve group areas during this time. Concessionaire shall have the right to exclude the public from use of park areas where construction of the race course and/or obstacles is taking place.
  - C.** CONCESSIONAIRE shall be allowed to begin event set up on Friday, May 26, 2017 at 7:00 am and will complete all tear down, clean up and remediation of the property no later than Thursday, June 7, 2017 at 7:00 pm. Set up on Friday, May 26, 2017, through Sunday, May 28, 2017, shall take place on trails and in areas which do not interfere with weekend group rentals.
  - D.** The event shall end and the course shall be cleared of participants no later than 9:00 pm on the event date, Saturday, June 3, 2017.
  - E. Laguna Seca Recreation Area**, Wolf Hill parking lot (also known as the Purple parking lot), for all event parking on Saturday, June 3, 2017, if needed. CONCESSIONAIRE shall confirm in writing no later than May 1, 2017, if they will be using Laguna Seca Recreation Area for parking.
- III.** The purposes of occupancy shall be limited to activities directly associated with the Monterey Spartan Super/Sprint 2017 ("Event")
- IV.** CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted, the amounts and in the manner set forth below:
  - A.** A flat fee of \$45,000.00 for all Toro Park Site Rental Fees, all Day Use Fees for participants, all Staff Time and Staff Overtime.

- B. A flat fee of \$5,000 for Laguna Seca Recreation Area, Wolf Hill Parking, if used. Participants shall not park at Toro County Park.
  - C. Utilities will be charged to CONCESSIONAIRE at COUNTY's cost following the event.
  - D. Payment is due as outlined in the Special Provisions section of this Agreement.
- V. Upon approval of this Agreement by the Monterey County Board of Supervisors, CONCESSIONAIRE shall pay to COUNTY a non-refundable deposit of \$25,000, payable not later than May 19, 2017. The deposit will be applied to the full payment due to the COUNTY for the Event.
- VI. No later than May 19, 2017, CONCESSIONAIRE shall provide COUNTY with a \$40,000.00 certified check payable to COUNTY as security to guarantee payment of:
  - A. Any money which may be payable to COUNTY under this Agreement;
  - B. Any damage to park property;
  - C. Utility charges, if any;
  - D. Removal by COUNTY of such of CONCESSIONAIRE's personal property as may be left on the premises in violation of terms of this Agreement; and
  - E. Cost to COUNTY of restoring premises occupied and left by CONCESSIONAIRE in unsatisfactory condition.

COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by CONCESSIONAIRE or limit the liability of CONCESSIONAIRE under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

- VII. A Special Use Event Application, attached to this Agreement, has been completed and submitted by the CONCESSIONAIRE to the COUNTY at least two (2) weeks prior to the execution of this Agreement. This aforementioned application includes the reasons why the proposed event is considered compatible with the use of the COUNTY Parks System, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at event, methods of limiting attendance, estimated gross receipts, items to be sold at said event, individual(s) responsible for event, parking arrangements, fire and police protection, etc. Execution of this Agreement constitutes an approval of the Special Use Event Application, Exhibit A, attached and all statements therein made become a part of the terms and conditions of this Agreement.
- VIII. COUNTY may limit maximum attendance at COUNTY's discretion. Maximum attendance is 10,000 persons per day, including staff, vendors and participants.
- IX. The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- X. Appropriate COUNTY staff shall be allowed access to the Event at no charge and not to exceed forty (40) all-access credentials, both admission and parking, for use as COUNTY deems necessary for management staff, COUNTY's agents, and other COUNTY staff as needed. This does not apply to Park Rangers who shall be allowed to enter the Event solely by providing their badge and without any additional credentials. All complimentary credentials shall not be subject to resale, and are subject to cancellation by CONCESSIONAIRE if resale is attempted and identified (e.g., eBay, Stubhub, Craigslist). Such all-access credentials shall include a race entry at COUNTY's sole discretion; provided, however, CONCESSIONAIRE shall control the start times of any race entry redeemed through use of such all-access credentials and such

complimentary race entry must be redeemed no later than two (2) weeks prior to June 3, 2017.

**XI. CONCESSIONAIRE's GENERAL OBLIGATIONS.**

- A. CONCESSIONAIRE shall complete all required plans and approvals for the Event by May 19, 2017 as outlined in the Plans section of this Agreement.
- B. CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Toro County Park or the Laguna Seca Recreation Area, or its appurtenances nor any waste thereon. All property utilized by CONCESSIONAIRE in the course of the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after the Event, reasonable wear and tear excepted.
- C. Only existing trails may be used. New trails may not be constructed in any area.
- D. CONCESSIONAIRE shall promptly remove all obstacles following Event and return COUNTY property to original condition, reasonable wear and tear excepted.
- E. A mandatory walk-through of the property before and after the Event with a representative from the CONCESSIONAIRE and one from the COUNTY is required. Walk-throughs shall be documented with notes and photographs, and agreed upon by both parties. Timing of the walk-throughs will be prior to trail work beginning (mutually agreeable date) and on the 5<sup>th</sup> of June following the Event.
- F. CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to Toro County Park or the Laguna Seca Wolf Hill Parking Area or other facilities arising out of CONCESSIONAIRE's operation hereunder. CONCESSIONAIRE will complete all environmental repairs, as agreed to with Parks Department representatives, within fourteen (14) days following the Event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.
- G. CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state, and COUNTY laws, ordinances, regulations and use permits that apply to Toro County Park or the Laguna Seca Recreation Area and CONCESSIONAIRE's operations.
- H. CONCESSIONAIRE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including but not limited to a taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this Agreement.
- I. CONCESSIONAIRE shall be responsible for and promptly obtain all necessary licenses and permits to conduct the Event, including but not limited to those licenses necessary for the public performance of music if applicable, and shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

**XII.** It is mutually agreed that this Agreement and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the COUNTY.

**XIII. INDEMNITY AND HOLD HARMLESS.** CONCESSIONAIRE shall indemnify, defend, and hold harmless the United States of America, County of Monterey, Sports Car Racing Association of the Monterey Peninsula and their officers, agents, and employees from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, service, 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 participant, person, firm, or corporation for damage, injury, or death arising out of or connected with CONCESSIONAIRE's performance of this Agreement, and or the use of traffic circulation

roads within Toro County Park and the Laguna Seca Recreation Area, and the public performance of music, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct the COUNTY. "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRE's officers, employees, agents, and subcontractors. Without limiting CONCESSIONAIRE's indemnification, it is agreed that CONCESSIONAIRE shall maintain in force at all times during the performance of this Agreement a policy or policies of insurance covering all of its operations and in the amounts and according to the terms and conditions set forth in Section XIV of this Agreement.

#### **XIV. INSURANCE & EVIDENCE OF COVERAGE**

##### **A. Insurance & Evidence of Coverage**

1. Prior to commencement of this Agreement, CONCESSIONAIRE 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, upon request, CONCESSIONAIRE shall provide a certified copy of the policy or policies.
2. This verification of coverage shall be sent to COUNTY, unless otherwise directed. CONCESSIONAIRE shall not proceed with performance under this Agreement, and COUNTY shall have no liability, until CONCESSIONAIRE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONCESSIONAIRE. Failure by CONCESSIONAIRE to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

##### **B. Qualifying Insurers: All coverage, 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 COUNTY.**

1. Insurance Coverage Requirements: Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the minimum limits of liability as listed in this section.
2. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$10,000,000 per occurrence. The \$10,000,000 coverage requirement can be met with a \$5,000,000 primary commercial general liability limit, plus a \$5,000,000 commercial general liability excess umbrella.
3. Business automobile liability insurance, covering all motor vehicles, including owned, leased, nonowned, 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 \$1,000,000 per occurrence.
4. Workers' Compensation Insurance, if CONCESSIONAIRE 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.
5. 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 CONCESSIONAIRE 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 (3) years following the expiration or earlier termination of this Agreement.

6. Liquor liability insurance for CONCESSIONAIRE's third party non-profit organization that will be serving liquor, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage subject to CONCESSIONAIRE's third party non-profit naming CONCESSIONAIRE and County of Monterey as additional insureds.
7. Commercial General, Excess/Umbrella, Liquor Liability and Auto Liability policies shall provide an endorsement naming the County of Monterey, the United States of America, and its officers, agents and employees as additional insureds, and shall further provide thirty days' written notice to COUNTY in advance of cancellation or non-renewal of said policies.
8. Commercial General, Excess/Umbrella, Liquor Liability and Auto Liability policies shall also be endorsed to provide that such insurance is Primary Insurance and that no insurance or self-insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with CONCESSIONAIRE's performance of this Agreement.
9. The insurance carried must be with established and reputable companies acceptable to COUNTY. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Agreement, which shall continue in full force and effect.

C. Other Insurance Requirements:

1. All insurance required by this Agreement shall be with a company acceptable to 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 (3) years following the date CONCESSIONAIRE completes its performance of services under this Agreement.
2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONCESSIONAIRE 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.
3. Commercial general liability, excess/umbrella 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 CONCESSIONAIRE'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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONCESSIONAIRE'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.

4. Prior to the execution of this Agreement by COUNTY, CONCESSIONAIRE shall file certificates of insurance with the COUNTY, showing that CONCESSIONAIRE has in effect the insurance required by this Agreement. CONCESSIONAIRE shall file a new or amended certificate of insurance within five (5) 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.

D. Special Event Insurance Endorsements:

1. The County of Monterey, the United States of America, their officers, agents, and employees are named as additional insureds.
2. CONCESSIONAIRE's Insurance is the 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 CONCESSIONAIRE's insurance.
3. This Insurance Policy shall not be canceled or reduced without thirty (30) days written prior notice to County of Monterey, County Administrative Officer, or designee.
4. Certificate of Insurance showing the existence of a policy or policies having the above described limits with the above described endorsements must be delivered to County Administrative Officer, or designee, prior to the beginning of the Event.

**XV. RELATIONSHIP.** Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. CONCESSIONAIRE shall clearly establish at all times during the terms hereof that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not co-partner or otherwise liable or obligated for any cost, expenses, or CONCESSIONAIRE's conduct of same. The COUNTY makes no representation or warranty with respect to the suitability of Toro County Park or the Laguna Seca Recreation Area for CONCESSIONAIRE activities conducted hereunder.

**XVI.** It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

**XVII.** All Rules and Regulations set forth in Exhibit B, are hereby made a part of this Agreement, and the CONCESSIONAIRE agrees that it has read this Agreement and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.

**XVIII.** In the event the CONCESSIONAIRE fails to comply in any respect with the terms of this Agreement and the Rules and Regulations incorporated herein, all payments for this concession space shall be deemed earned and nonrefundable by the COUNTY, and the COUNTY shall have the right to reenter and use the space in any manner deemed in the best interests of the COUNTY. This section shall only be effective upon COUNTY's written notice of failure to

comply with Rules and Regulations incorporated herein to CONCESSIONAIRE and CONCESSIONAIRE's refusal to cure such failure within three (3) days receipt of notification of such failure from COUNTY.

**XIX.** NO REPRESENTATION OR WARRANTY OF FITNESS. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions, facilities, and area in Toro County Park and the Laguna Seca Recreation Area which CONCESSIONAIRE is authorized to use in accordance with this Agreement has not been represented as being fit for CONCESSIONAIRE's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this Agreement, and/or prior to CONCESSIONAIRE's actual use from time to time. Based upon CONCESSIONAIRE's personal inspection or upon CONCESSIONAIRE's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE's intended use. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.

**XX.** COUNTY and CONCESSIONAIRE 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) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

**XXI.** This Agreement may not be transferred to any other entity.

**XXII.** This Agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.

**XXIII.** Special Provisions: Four (4) pages of special provisions are incorporated in this Agreement by this reference.

**XXIV.** Plans: Four (4) pages of plans are incorporated in this Agreement by this reference.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day and year first above written.

CONCESSIONAIRE

By

Date

Name

Title

Address

234 Congress Street  
Boston, MA 02110

COUNTY OF MONTEREY

By

Date

Name

Title

Address

Attachments: Exhibit A: Special Use Event Application  
Exhibit B: Rules and Regulations Governing Special Events

**The Monterey Spartan Super/Sprint Race 2017**  
**at Toro County Park**  
**June 3, 2017**

**SPECIAL PROVISIONS**

**I. AGENCY CONTACT**

- A. CONCESSIONAIRE is responsible for contacting and obtaining all necessary permits, authorizations, etc., from State, Federal, and appropriate COUNTY agencies. This may include, but is not limited to, the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Public Health and Sheriff's Departments, and CalTrans.
- B. CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, as appropriate, to the COUNTY at least two (2) weeks prior to the event.

**II. FEES**

- A. All fees and charges are due according to the following payment schedule:

\$25,000.00 /	Non-Refundable Deposit	Due May 19, 2017
\$40,000.00 /	Security	Due May 19, 2017
\$20,000.00 /	Payment	Due May 26, 2017
\$5,000.00 /	Payment for Laguna Seca	Due May 26, 2017

- B. If the event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold the COUNTY harmless as to any claims by anyone who has a refund of such pre-payment for admission, participation in the event or any other payment.

**III. CAMPING**

- A. Toro County Park is not a public camping facility. RV and tent camping are available at Laguna Seca Recreation Area. Reservations may be made by calling 888-588-2267.
- B. CONCESSIONAIRE shall be allowed camping at Toro Park for up to twenty (20) people (staff and volunteers required for set up and teardown) beginning on Friday, May 26, 2017, and ending Thursday, June 7, 2017, unless clean up and repairs are completed earlier.
- C. Location of camping shall be determined by COUNTY.

**IV. PARKING AND TRAFFIC CONTROL**

- A. Traffic control within the Toro County Park and Laguna Seca Recreation Area is the responsibility of the CONCESSIONAIRE during the event. CONCESSIONAIRE shall control all Spartan-related traffic within Laguna Seca Recreation Area so as not to interfere with other uses of the facility.
- B. Parking control within Toro County Park and Laguna Seca Recreation Area is the responsibility of the CONCESSIONAIRE during the event. Parking within Toro County Park will be allowed for

staff, volunteers, VIPs, sponsors and vendors as determined by CONCESSIONAIRE. Parking for all participants and spectators will be at Laguna Seca Recreation Area, Wolf Hill Parking lot, or other property as arranged by CONCESSIONAIRE.

- C. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the CONCESSIONAIRE. No directional or informational signs may be attached to permanent park signs.
- D. All traffic control devices, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE.
- E. CONCESSIONAIRE will see that no unauthorized vehicles will be driven on established lawn area or off-road areas within the parks. To obtain access by any said vehicle to an off-road area within the park, CONCESSIONAIRE or his/her representatives will first contact the assigned COUNTY staff. All such vehicles shall have a pre-approved identification plaque.
- F. California Highway Patrol (CHP) will control traffic on Highway 68 as required for the event. CONCESSIONAIRE will contract with CHP.

#### **V. CLEAN UP AND SANITATION**

- A. Any areas considered private or not open to the public will be maintained by the CONCESSIONAIRE. In addition, all costs associated with such areas will be borne by the CONCESSIONAIRE.
- B. The CONCESSIONAIRE requests or is required to have on-site, sufficient chemical toilets for the size of the Event. The CONCESSIONAIRE will determine the number of extra chemical toilets necessary to serve any given area during the event per Monterey County Health Department standards. That number of required chemical toilets will be furnished and maintained during the event at the expense of the CONCESSIONAIRE.
- C. The COUNTY will maintain all permanent restroom facilities during the event. Permanent restroom facilities not open to the public will be the responsibility of the CONCESSIONAIRE. The cost of any chemical toilets needed to replace permanent restroom facilities being closed to the public shall be borne by the CONCESSIONAIRE.
- D. The PARKS DEPARTMENT will provide you with a relatively litter and trash free event site. The PARKS DEPARTMENT will put out trash cans and line each with a plastic bag. At the conclusion of your Event, the PARKS DEPARTMENT will pick-up all empty trash cans and return them to storage.
- E. CONCESSIONAIRE will be responsible for all litter and trash control during the Event, including set up and teardown. Should the PARKS DEPARTMENT be required to empty trash cans or pick-up excessive litter after your Event, you will be billed for such service, or have it deducted from your cash bond.
- F. The Monterey County Health Department requires you to develop a Recycling Plan to recycle waste products generated by your Event including plastic, aluminum, cardboard and cooking oils. Please complete the form provided to you.
- G. If a dumpster(s) is required for the event, its cost shall be the responsibility of the

CONCESSIONAIRE. CONCESSIONAIRE shall contract for drop off, empty and pick up as needed.

- H. It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- I. It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas.
- J. Any showers provided by CONCESSIONAIRE shall be self-contained. No water shall be disposed of on Toro County Park property.

#### **VI. FACILITY DAMAGE**

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from COUNTY. All changes, alterations, or damages resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the PARKS DEPARTMENT.
- B. The COUNTY and a representative from the CONCESSIONAIRE will conduct a pre-event and post-event facility inspection of all facilities, grounds and areas to be used as part of the Event.
- C. Control measures to minimize potential erosion damage from event participants and spectators to the park grounds will be provided at the CONCESSIONAIRE's expense: including temporary fencing around sensitive areas, and security staff and signage of event areas as determined by COUNTY. Erosion damage will be repaired at the CONCESSIONAIRE's expense under COUNTY supervision no later than five (5) days after the Event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the Event.
- D. CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

#### **VII. ADVERTISEMENT**

- A. Advertisement is not allowed on Highway 68.
- B. All banners and signs and their method and location of display, must be approved by the COUNTY.

#### **VIII. MISCELLANEOUS**

- A. CONCESSIONAIRE must furnish his/her own tables and chairs for the Event. Only onsite picnic tables will be furnished by the COUNTY. All picnic tables, if moved for your event, must be returned to original locations after the Event.
- B. COUNTY must be furnished a list and location map of all vendors associated with your Event no later than three (3) weeks prior to your Event. This list must include food, merchandise and information vendors. All vendors must be consistent with the mission of the Event and with Monterey County regulations.
- C. CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal,

state, and COUNTY laws, ordinances and regulations that apply to Toro County Park and the Laguna Seca Recreation Area or CONCESSIONAIRE's operations, and shall obtain all necessary licenses and permits for the Event and activities.

- D. CONCESSIONAIRE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including but not limited to a taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments, fees, or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE.
- E. CONCESSIONAIRE shall abide by COUNTY quiet hours, 10:00 pm - 7:00 am. Any and all use of amplified sound must be directed away from local residential areas. CONCESSIONAIRE must comply with Monterey County Code Chapter 10.60 - Noise Control.

## PLANS

- I. In order to help ensure that your Event is successful from an operational standpoint, the COUNTY Parks Department, together with other agencies, may require that you develop and supply to us certain plans. These plans will address one or more of the following aspects of your Event. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for your event are checked as follows:

<u>X</u>	a)	Site Development Plan
<u>X</u>	b)	Parking and Traffic Plan
<u>X</u>	c)	Communications Plan
<u>X</u>	d)	Sanitation Plan
<u>X</u>	e)	Camping Plan
<u>X</u>	f)	Medical Plan
<u>X</u>	g)	Security Plan
<u>X</u>	h)	Disabled Access Plan
<u>X</u>	i)	Animal Control Plan
<u>X</u>	j)	Recycling Plan
<u>X</u>	k)	Remediation Plan

The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event. All required plans are due no later than May 19, 2017.

## II. SITE PLAN

- A. This plan should be an overview of your entire activity area on a map. Elements of other plans may appear on this map. In addition, you may want to include some narrative descriptions. Your plan may include locations of:

- |                                  |                                    |
|----------------------------------|------------------------------------|
| 1) Stage (s)                     | 10) Medical Services               |
| 2) Vendors Area                  | 11) Communications Tent            |
| 3) Tents and their function      | 12) Alcohol Sales Location         |
| 4) Different Activity Areas      | 13) Drinking Water Locations       |
| 5) Entry Points (access control) | 14) Permanent Restroom Locations   |
| 6) VIP Areas                     | 15) Event Registration             |
| 7) Ticket Sales                  | 16) Handicapped (Disabled) Parking |
| 8) Parking Areas                 | 17) Fuel Storage Area              |
| 9) Competitive Courses           |                                    |

- B. CONCESSIONAIRE is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA). It is recommended that the CONCESSIONAIRE contact RMA a minimum of 90-180 days in advance of EVENT to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by the COUNTY.

## III.

## **COMMUNICATIONS PLAN**

- A. Include a brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. Identify individuals responsible for coordinating special event communications including contact phone numbers.
- C. Identify specific period in which special event communications will be conducted including dates and specific hours of operation.
- D. Identify who/what organization will be providing basic communication services for the event. Include a statement explaining personnel training and level of experience.
- E. Provide location(s) and generalized description of communication facilities to be utilized during the event including location of dispatch center.
- F. Identify Monterey County public safety agencies and organizations participating with CONCESSIONAIRE (e.g. Sheriff, EMS, Fire District, California Highway Patrol, etc.)
- G. Include a statement regarding how the event communications operation will interface with the County Public Safety Communications system in the event of a major emergency or disaster. An Incident Command Post must be established.
- H. Include a listing of frequencies to be used by site coordinators during the event. A list of radio call signs that will be used must be included should interagency coordination be required during a major emergency.
- I. A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. A statement providing special operational information relating to event communications as needed.

## **IV. MEDICAL PLAN**

CONCESSIONAIRE shall complete a Medical Plan form for submittal to the County Office of Emergency Medical Services (EMS) for approval. COUNTY will provide the form.

## **V. PARKING AND TRAFFIC CONTROL PLAN**

- A. List names of person(s) responsible for parking and traffic control and their work schedules.
- B. On a map, show the traffic plan patterns within the park at different stages of the event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map denote the areas of the park to be used for parking, how they will be identified, and in what order they will be parked.
- D. Show any access control points, i.e., ticket sales, ticket check, will call, etc.
- E. If CHP or Sheriff's Department will be involved in this aspect of your event, so note together with their work schedules. Provide proof that the Traffic Control Plan has been approved by the appropriate agency.

## **VI. SANITATION PLAN**

- A. A Sanitation Plan will be completed by the CONCESSIONAIRE. On a map, show the location of various groupings of chemical toilets as they will be placed and all permanent restroom facilities in the Event area(s.)
- B. The permanent facilities open to the public serving the event area will offset the number of chemical toilets that may be required for the Event.
- C. Include the name of the sanitation company, contact person, phone number, the date that chemical toilets will be moved into place and the date they will be removed or returned to their original location.

## **VII. CAMPING PLAN**

- A. List names of person(s) responsible for this aspect of the event together with their work schedules.
- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how you will identify different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc.
- C. Explain how campers are to be assigned to a particular site or area, how it will be accomplished and how many campers will occupy any given area.
- D. Explain how you will handle early arrivals for your Event.

## **VIII. SECURITY PLAN**

- A. First, there are the security requirements that you will want for various aspects of your Event (i.e., general crowd control, entry point management, equipment, vendor booths, alcohol sales, etc.). Pre and post event security for equipment, vehicles, vendor booths etc., should also be planned. Your plan should clearly state:
  - 1) List name(s) of person(s) responsible for this aspect of your event together with their work schedules and how they can be contacted.
  - 2) List total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.
- B. Second, there are the security requirements that others will require of you in order for your application to be approved. Normally these requirements will come from the Parks Department and the Monterey County Sheriff's Department, who have jurisdiction within Monterey County Parks.
- C. The Sheriff's Office may require that you furnish additional security or information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office or the Parks Department.

## **IX. ACCESSIBILITY PLAN**

The plan must describe, in narrative form, the following: the numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished. Parking and restrooms must be shown on your Site Plan.

**X. ANIMAL CONTROL PLAN**

The plan must address, in narrative form, the following: advertisement of restrictions, entrance control, vaccination verification, alternatives to bringing pets to the event and, temporary holding facilities. Other animal control-related issues shall be addressed as necessary.

**XI. REMEDICATION PLAN**

CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

Approved as to form by County Counsel.

**COUNTY OF MONTEREY  
PARKS DEPARTMENT**

**SPECIAL USE EVENT APPLICATION**

Application Date: 12/05/2016 Date Received by Parks: 1/20/17

This application, when officially approved by a Concession Agreement for Special Events, signed by the Monterey County Board of Supervisors or the Director of Resource Management Agency, will authorize

Spartan Race, Inc., as a concessionaire, to make use of the

(Name of Applicant/Host Organization)

Park Name: Toro County Park

Park Area(s): All Lawns, Trails, Special Use Areas and Parking Lots

Set Up Dates/Times: Friday, May 26<sup>th</sup>, 2017-Friday, June 2<sup>nd</sup>, 2017, 7 am to 7pm daily

Event Dates/Times: Saturday, June 3<sup>rd</sup>, 2017-Sunday, June 4<sup>th</sup>, 2017, 4 am to 11 pm daily

Cleanup Dates/Times: Monday, June 5<sup>th</sup>, 2017-Wednesday, June 7<sup>th</sup>, 2017, 7 am-7 pm daily

for Monterey Spartan Super/Sprint 2017, subject to the following conditions:

(Event Name)

1. Contact name: Seamus Queally
  - a. Phone and Cell Phone: 617-874-6249
  - b. email: seamusq@spartan.com
2. Event Description (including programs, activities, entertainment and schedule):  
See attached page.  


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3. Attendance:  
 Minimum attendance: 4,000 including spectators and participants each day  
 Maximum attendance. (The County may limit maximum attendance at its discretion):  
7,000 including spectators and participants each day
4. Method of limiting attendance to the maximum number of persons permitted by the County:  
Registration limits and pre-sale spectator entries as needed
5. Event will have amplified music: X Yes        No  
 If yes, describe. DJ throughout event for music and announcements.
6. If this event is a fundraiser, list the beneficiaries: N/A
7. Applicant will have not less than 100 employees and 400 volunteers in the Park unit during the period of this Special Use Event.

8. Applicant must provide the following information (responses may be submitted on a separate sheet if they do not fit in the space provided):
- a. Purpose of the proposed event, the necessity therefore, and the reason why it is considered to be compatible with the use of the Monterey County Park system:  
See attached page.  
\_\_\_\_\_  
\_\_\_\_\_
  - b. List of applicant's proposed fees/charges:  
Admission/Entrance Ticket: \$20-\$25 for spectators/kids race  
Vendor Space: \$2,500+  
Participation: \$94-\$140  
Other: N/A
  - c. Estimated gross receipts: \$300,000
  - d. Estimated net profit: \$25,000
  - e. Method of garbage collection and disposal to be used: See attached page.  
\_\_\_\_\_
  - f. List of vendors and items they are selling during the event (event and vendors permitted as required by Monterey County Health Department and Monterey County Regional Fire District):
    - 1. Spartan Race/Reebok – Merchandise/Apparel/Souvenirs
    - 2. Food Vendors - TBD
    - 3. Beer Vendor - TBD
    - 4. Clif Bar – Food Samples
    - 5. Fitaid – Beverage Samples
    - 6. Other Vendors/sponsors - TBD
  - g. Proposed fire control measures and additional firefighting equipment to be furnished by applicant as required by the Director of Resource Management Agency, his designee or the local fire marshal: Water suppression, fire extinguishers and local fire department personnel on standby at the event as needed.
  - h. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors or nurses: First Aid attendants, mobile first responders and paramedics, EMTs, and ALS ambulances on standby, further measures as recommended upon review of Medical Plan
  - i. Additional police protection or security (provided by applicant and at their expense): Traffic Plan will determine numbers and need of police and third party/traffic control company.
  - j. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at their expense): Parking and Traffic Plan will for the most part mirror the 2016 plan with minor changes. Estimated 25 parking attendants, parking control staff and 6 directional signs on Hwy 68 will be used.

- k. Additional sanitary facilities as required by the Director of Resource Management Agency, his designee, or the Monterey County Health Department (provided by applicant and at their expense):

Vendor providing services: TBD (likely United Site Services)

Location(s) of additional facilities: In the "Festival Area" by Toro Badger Flats picnic area, Laguna Seca Wolf Hill parking, and around course as needed.

Date of placement: Tuesday, May 30<sup>th</sup>, 2017

Date of removal: Monday, June 5<sup>th</sup>, 2017

Date(s) of service: Saturday, June 3<sup>rd</sup> and Monday, June 5<sup>th</sup>, 2017

1. Submit information on all the organizations involved, whether sponsors, recipients, or promotional firms and their objectives, purposes and financing:

TBD

9. Applicant may be required to post a security or bond with the County, depending on circumstances of the special event and probabilities of damage.

10. Applicant will be required to provide insurance covering their special event.

11. The Director of Resource Management Agency, or his designee, may terminate any special event activity when he deems it is necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of the County Park System.

12. Additional details will be addressed in an agreement between parties and additional detailed plans may be required. Applicant does not have a binding agreement with COUNTY until the application has been duly accepted and the Concession Agreement has been signed by both County and Concessionaire.

13. Contacts in regard to the permit generally may be made through the Special Events Manager or designee by calling (831) 755-4895.

REQUESTED BY:

  
(Signature)

Jeffrey Connor  
(Name)

COO  
(Title)

1/17/17  
(Date)

234 Congress Street  
(Address)

Boston, MA 02110  
(City, State, Zip)

Approved as to form by County Counsel.

**MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY - PARKS  
RULES AND REGULATIONS GOVERNING SPECIAL EVENTS**

1. These Rules and Regulations are in addition to those contained in the Monterey County Code, including but not limited to Section 14.12.030.
2. No concession will be allowed to open until all preliminary requirements herein set forth have been complied with.
3. CONCESSIONAIRE is responsible for ensuring that all event vendors comply with all Park rules and regulations.
4. CONCESSIONAIRE and its employees, and all vendors, engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing; said garments to be kept clean and neat at all times. All CONCESSIONAIRE and vendors selling, dispensing or distributing food, beverages and other articles intended for human consumption shall at all times maintain pure, clean, adequate and wholesome stocks which must be kept from all contamination and handled, stored and served according to the standards as established by the State Department of Public Health and the Monterey County Health Department.
5. CONCESSIONAIRE and all vendors will conduct their business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the COUNTY within said concession plot for such purpose, and will keep the area within and surrounding said concession free from all rubbish and debris. CONCESSIONAIRE and vendors shall recycle to the largest extent possible.
6. All buildings, tents, or enclosures erected under the terms of the Concession Agreement shall have the prior written approval of the COUNTY and the local fire suppression authorities. Building permits may be required.
7. CONCESSIONAIRE is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA). It is recommended that the CONCESSIONAIRE contact RMA a minimum of 90-180 days in advance of EVENT to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by COUNTY.
8. CONCESSIONAIRE will conduct the privileges granted in the Concession Agreement according to all the rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges of others and will not engage in any other business whatsoever upon or within said premises or park, except that which is herein expressly stipulated and contracted for herein; and will confine said transactions to the space and privileges provided in the Concession Agreement.
9. CONCESSIONAIRE, and each vendor, will cause to be posted in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Concession Agreement.

10. CONCESSIONAIRE must, at its own expense, keep its concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations to receive the CONCESSIONAIRE'S trash, and such trash must not be swept into the streets or any public space. All sound-producing devices used by the CONCESSIONAIRE within or outside its concession space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons, to other concessionaires, to exhibitors, or users of the park, and the decision of the COUNTY as to the desirability of any such sound-producing device shall be final and conclusive. Sound amplification equipment may require written permission from the COUNTY. Control of the amplification decibel level will be at the discretion of the COUNTY.
11. CONCESSIONAIRE agrees that there will be no games, gambling or any other activities within the confines of its concession space in which money is used as a prize or premium, and that it will not buy and/or permit "buy backs" for cash of any of its prizes or premiums given away to patrons in connection with the promotion of its concession. No illegal activities shall be conducted, and only ordinary and customary merchandizing methods shall be used. All methods of operation, demonstration, and sale shall be subject to the approval of the COUNTY and the local law enforcement officials.
12. CONCESSIONAIRE is entirely responsible for the space allotted to him and agrees to reimburse the COUNTY for any damage to property used in connection with the space allotted to the CONCESSIONAIRE, reasonable wear and tear excepted. The COUNTY will be the sole judge of the extent of the damages.
13. COUNTY shall assume no responsibility for loss or damage to the property of the CONCESSIONAIRE. Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by the CONCESSIONAIRE after the closing hour each night.
14. Each and every article of the concession and all boxes, crates, packing material and debris of whatsoever nature used in connection with the concession space shall be removed at CONCESSIONAIRE'S expense. It is understood that in the event of the CONCESSIONAIRE'S failure to vacate said premises as herein provided, unless permission in writing is first obtained, the COUNTY may and is hereby authorized to remove and store the concession and all other material of any nature whatever, at the CONCESSIONAIRE'S risk and expense, and the CONCESSIONAIRE shall reimburse the COUNTY for expenses thus incurred.
15. No CONCESSIONAIRE will be permitted to sell or dispose of alcoholic beverages on park grounds except in its concession space. No sales are to be made unless the CONCESSIONAIRE is therefore authorized in writing by the COUNTY and unless it holds a lawful license authorizing such sales on said premises.
16. All activities within the above-named park unit shall be at the direction of the Director of Resource Management Agency or designee.
17. Arrangements for advance preparations shall be made with the Director of Resource Management Agency or designee.
18. Rules and regulations of the Monterey County Park System shall be observed by the CONCESSIONAIRE, its employees, agents or contractors.
19. The use of buildings or grounds shall be in strict accordance with the Concession Agreement as authorized by the Director of Resource Management Agency and/or the Board of Supervisors of the

County of Monterey. This provision particularly applies to activities which might create hazardous conditions.

20. Except during the event, the public shall have normal access to the area.
21. No structures or sets are to be built unless specifically provided for in a Concession Agreement, and no shrubbery or trees are to be cut, trimmed or injured.
22. Fires will not be permitted except upon the specific approval of the Director of Resource Management Agency, or designee.
23. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
24. Failure of the COUNTY to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
25. FAIR EMPLOYMENT PRACTICES. In the performance of this Agreement, the CONCESSIONAIRE will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin or sex.

Approved as to form by County Counsel.



# CERTIFICATE OF LIABILITY INSURANCE

2/10/2018

DATE (MM/DD/YYYY)

4/27/2017

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).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1420460 Spartan Race, Inc. 234 Congress St. 5th Floor Boston MA 02110	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Everest National Insurance Company	10120
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** SPARA **CERTIFICATE NUMBER:** 14476534 **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	SI8ML00759-161	11/5/2016	2/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	SI8CA00143-171	2/10/2017	2/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	SI8EX00559-161	11/5/2016	2/10/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SI8WC00347-171	2/10/2017	2/10/2018	<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

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

RE: EVENT DATE: 06/03/17 - 06/04/17. COUNTY OF MONTEREY IS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. 30 DAYS' NOTICE OF CANCELLATION IS PROVIDED UNDER GENERAL LIABILITY FOR REASONS OTHER THAN NONPAYMENT.

**CERTIFICATE HOLDER**

**14476534**  
COUNTY OF MONTEREY  
855 E. LAUREL DR., BUILDING G  
SALINAS CA 93905

**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION BY US TO THIRD PARTY –  
BLANKET**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

90 days before the effective date of cancellation by us we will mail or deliver notice to any additional insured or "certificate holder" under this Coverage Part:

The following Condition is added to the policy:

**Notice of Cancellation by Us to Third Party**

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to any third party identified in the list you have provided to us as described below.
2. We will mail or deliver our notice to the third party at the address shown in the list you have provided to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. We will not notify any third party not contained on the list you have provided to us.
8. Our failure to notify the third party does not invalidate cancellation as respects you.

You agree that as a condition precedent for us providing such notice, you will:

- a. Provide us with a complete list of each additional insured or "certificate" holder, including appropriate designees and complete mailing addresses;
- b. Provide the list to us no less than 7 days from the date we request it; and
- c. Notify us of any changes to the list within 5 business days of such change.

For the purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.

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