

SONOMA COUNTY FAIR & EXPOSITION, INC.
INSURANCE REQUIREMENTS
EFFECTIVE FOR EVENTS HELD ON OR AFTER JANUARY 3, 2020

Licensee shall maintain and require its subcontractors, vendors, exhibitors and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

FAIR reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of **\$1,000,000** per Accident; **\$1,000,000** Disease per employee; **\$1,000,000** Disease per policy.
- d. **Required Evidence of Insurance**: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: **\$1,000,000** per Occurrence; **\$2,000,000** General Aggregate and Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. Limits shall not be less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events All Types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types without any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required. If Licensee maintains higher limits than the specified minimum limits, FAIR requires and shall be entitled to coverage for the higher limits maintained by Licensee.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by FAIR. Consultant is responsible for any deductible or self-insured retention and shall fund it upon FAIR's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the FAIR.
- d. Insurance shall be on a standard Occurrence form. Claims-Made or modified, limited or restricted occurrence forms are not acceptable without prior written consent from FAIR.
- e. **The Sonoma County Fair and Exposition Inc., Harvest Fair Association of Sonoma County, the County of Sonoma, their officers, agents and employees shall be endorsed as additional insureds for liability arising out Licensee's ongoing operations (ISO endorsement CG 20 26 or equivalent).**
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. If the event or activity involves animals, the policy shall cover injury resulting from both airborne and contact transmission of E. coli bacteria.
- h. The policy shall cover inter-insured suits between the additional insureds and the Licensee, and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. **Required Evidence of Insurance:**
 - i. Copy of the additional insured endorsement (**CG 20 26 or equivalent**) or policy language granting additional insured status;
 - ii. (If animals are involved) Evidence that there is coverage for airborne and contact transmitted E. coli bacteria; and
 - iii. Certificate of Insurance; **Certificate Holder: Sonoma County Fair & Exposition, Inc., Attn: Debbie Townsend, 1350 Bennett Valley Road, Santa Rosa, CA 95404**

3. **Automobile Liability Insurance** *(Required for Fair Acts, Rides and Exhibitors)*

- a. Minimum Limits:
 - i. Vehicles pulling trailers longer than 10 feet: **\$1,000,000** per accident.
 - ii. All other vehicles: \$300,000 per accident.
- b. **Required Evidence of Insurance:** Certificate of Insurance or copy of Automobile Policy Declarations Page

4. **Liquor Liability Insurance** *(Required only for events with alcohol that do not use FAIR's liquor caterer.)*

- a. Minimum limits: **\$1,000,000** for each Common Cause or Occurrence; **\$1,000,000** Aggregate.
- b. Licensee shall disclose any deductible or self-insured retention in excess of **\$25,000** and such deductible or self-insured retention must be approved in advance by FAIR. Licensee is responsible for any deductible or self-insured retention.
- c. **Required Evidence of Insurance:** Certificate of Insurance.

5. **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. **Documentation**

- a. The Certificate of Insurance must include the following reference: **"Event Name and Date(s) including set-up and teardown dates"**.
- b. When requested by FAIR, Licensee shall require its subcontractors, vendors, exhibitors and other agents to submit Evidence of Insurance to FAIR.
- c. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with FAIR for the required period of insurance.
- d. Upon FAIR's written request, Licensee agrees to provide certified copies of the required

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- insurance policies within thirty (30) days.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

7. Participant Waivers

- a. For hazardous participant events (see subsection d. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
- c. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections a. and b. above to the Fair at the end of the rental agreement.
- d. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter.

8. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. FAIR, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.