

## INSURANCE REQUIREMENTS

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or California Exposition and State Fair, their officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: “That the State of California, the District Agricultural Association, County Fair, Citrus Fair, or California Exposition and State Fair, their agents, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”
  2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
  3. Coverages:
    - a. General Liability: Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 combined single limits per occurrence for Fairtime Carnival Rides; \$3,000,000 combined single limits per occurrence for Motorized Events and Rodeo Events All Types; \$2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts, and Raves with over 5,000 attendees, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators; \$1,000,000 for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
    - b. Automobile Liability: Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving extensive use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.
    - c. Workers’ Compensation: Workers’ Compensation coverage shall be maintained whenever contractor/renter has employees, as required by law.
  4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.
  5. Certificate Notice:
    - a. For Individual Events Only: Fair, along with fair’s address, is listed at the certificate holder.
    - b. For Master Insurance Certificates Only: California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
  6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

OR

- B. CFSA Special Events Program: The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

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

OR

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

### II. Maintenance of Coverage

The contractor/renter agrees that the commercial general liability (and automobile liability and/or workers’ compensation, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

### III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form “Release Lib”) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events, Equestrian-related Events, Motorized Events, Rodeo Events, and Wheeled Events including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.