MEMORANDUM STATING THE TERMS AND CONDITIONS OF THE SPECIAL EVENTS PROGRAM ADMINISTERED BY THE CALIFORNIA FAIR SERVICES AUTHORITY

COVER PAGE

MEMORANDUM STATING THE TERMS AND CONDITIONS OF THE SPECIAL EVENTS PROGRAM ADMINISTERED BY THE CALIFORNIA FAIR SERVICES AUTHORITY

(A Joint Powers Authority herein referred to as the **Authority**)
1776 Tribute Road, Suite 100, Sacramento, CA 95815

Covered Special Event Operator:	Lessee, concessionaire, exhibitor or other Special Event operator using fair facilities who is named on the Special Events Coverage and Acknowledgement Form issued for specific dates and operations.
Mailing Address:	As specified in Special Events Coverage Receipt form issued
Coverage Period:	Coverage provided for specific event dates indicated on Special Events Coverage Receipt form issued. This memorandum is in effect from October 1, 2025, at 12:01 a.m. local time at the address of the **Authority** to July 1, 2026, at 12:01 a.m. local time at the address of the **Authority**.
Maximum Amount of Coverage:	$1,000,000 each occurrence and in the annual aggregate, combined single limit for **Bodily Injury** and **Property Damage**, inclusive of defense obligations. Subject to terms and conditions contained in SECTION 3 MAXIMUM AMOUNT OF COVERAGE of this Memorandum.

This Memorandum is a description of the terms and conditions of the **Program** administered by the **Authority**, through which **Covered Special Event Operators** share certain general liability losses through a risk pooling arrangement, as authorized by Government Code Section 6516.5. *This Memorandum is not an insurance policy*.

California Fair Services Authority

By: John Quiroz
Executive Director

CALIFORNIA FAIR SERVICES AUTHORITY

SPECIAL EVENTS PROGRAM

MEMORANDUM OF COVERAGE

SECTION 1 INTRODUCTION

The purpose of this Memorandum is to describe the Special Events Program as adopted by the California Fair Services Authority Board of Directors.

The **Program** provides that **Covered Special Event Operators ("Operator")** shall be covered for certain general liability losses from a segregated risk pooling arrangement as authorized in Government Code Section 6516.5. Pooling of losses in this **Program** is *not insurance and this Memorandum is not an insurance policy*. The sole duty of the **Authority** is to administer the **Program** adopted by the **Authority's** Board of Directors. Subject to the terms of this Memorandum, there is transfer of risk from the **Operator** to the **Authority**.

By electing to participate in the **Program**, the **Operator** agrees to abide by all terms and conditions of the **Program**, that any actual or alleged ambiguity herein will not be construed against the **Authority** or the **Program** and that because this **Program** is not insurance, legal principles associated with the interpretation of insurance terminology will not be given effect over legal principles used to interpret contracts in general.

The provisions of the **Program** are subject to and subordinated to the **Joint Powers Agreement** or any action taken by the **Authority** Board of Directors in connection with the **Program.** This Program has been adopted pursuant to action taken by the **Authority** Board of Directors, and is subject to any amendment, modification or extension by the **Authority** Board of Directors.

The terms of this Memorandum shall be construed in accordance with the principles of California contract law. If the language of this Memorandum is alleged to be ambiguous or unclear, the issue of how the coverage should apply shall be resolved in a manner most consistent with the relevant terms of this Memorandum without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Operator** or the **Authority**.

Throughout this Memorandum, including the Cover Page, words and phrases that appear in **bold print** are defined in SECTION 5.

SECTION 2 COVERAGE

The coverage under this Memorandum is secondary to any other type of insurance the **Operator** may have, including any homeowners, business, general liability or any other insurance coverage. Under no circumstances shall the coverage afforded by this **Program** be considered primary, pro rata, concurrent or co-existent with such insurance coverage or other protection. In return for the payment of the premium, upon execution of the CFSA Evidence of Coverage and Acknowledgement Form, and subject to all the terms of this Memorandum of Coverage and the maximum limits of coverage specified herein, we agree with you to provide the **Bodily Injury** and **Property Damage** coverage stated in this Memorandum for liability arising out of an approved, underwritten activity listed in Exhibit A.

A. The general liability coverage of the **Program** shall include coverage for the Additional Covered Entities and Individuals as specified below.

That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured; but only as respects liability arising out of operations of the **Operator** at rented or leased fair facilities as specified in the Special Events Coverage Receipt form.

B. No other obligation or liability to pay sums or perform acts or services is included within the coverage afforded by this **Program** unless explicitly provided for under SECTION 6 DEFENSE AND SETTLEMENT. The amount the **Program** will pay for injuries, **damages** or **Defense Costs** is limited as described in SECTION 3 MAXIMUM AMOUNT OF COVERAGE.

SECTION 3 MAXIMUM AMOUNT OF COVERAGE

A. The Maximum Amount of Coverage, One Million Dollars ($1,000,000.00), as shown in the Cover Page and as set forth in the terms and conditions of this SECTION 3, determines the most this **Program** will pay, inclusive of **Defense Costs**, regardless of the number of:

1. **Operators;**
2. Injuries or **damages** sustained or alleged;
3. **Claims** made or **Occurrences**; or
4. Persons or organizations making **Claims**.

B. The funds available for making payments under this **Program** are accounted for separately from funds of any other program of the **Authority**. Government Code Section 6516.5 provides that the aggregate payments made under this **Program** shall not exceed the amount available in the pool established for this **Program**. In the event that the **Authority** makes a determination that the **Program's** funds are not adequate to pay all covered **Claims** during an **Annual Period**, the **Authority** may take such actions it determines necessary and in the best interests of the **Program**. The **Authority** may prorate the amount payable for any covered **Claim** based on the ratio that each such **Claim** bears to all covered **Claims** multiplied by the total **Program** funds available for that **Annual Period**. The **Authority** may take any reasonable action or actions to effect such proration, including but not limited to the following: (1) pay only a portion of a covered **Claim**, (2) delay payment of a covered **Claim**, (3) set a schedule of payments for a covered **Claim**, or (4) borrow funds from another **Authority** program to pay a covered **Claim** contingent upon the **Program** repaying the loan as additional **Program** revenues are received.

SECTION 4 EXCLUSIONS

As respects the coverage afforded, this Memorandum does not provide coverage for exclusions identified in Exhibit B. In addition to Exhibit B, the following additional exclusions apply:

1. Auto Liability: **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any auto owned or operated by or rented or loaned to any **Operator**. Use includes operation and loading or unloading.

2. **Miscellaneous Vehicle or Equipment**: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the use or operation of a **miscellaneous vehicle or Equipment**.

3. Workers' Compensation: any obligation for which any **Operator** or any carrier as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

4. Property: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to injury or destruction of (1) property owned by an **Operator**, or (2) property rented or leased to the **Operator** where the **Operator** has assumed liability for damage to or destruction of such property unless the **Operator** would have been liable in the absence of such assumption of liability.

5. Completed Operations Hazard: includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operation have been completed or abandoned and occur away from premises owned by or rented by **Operator**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

    a. When all operations to be performed by or on behalf of the **Operator** under the contract have been completed;
    b. When all operation to be performed by or on behalf of the **Operator** at the site of the operations have been completed; or
    c. When the portion of the 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 part of the same project.

    Operations, which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

    The completed operation hazard does not include liability arising out of (1) Operations in connection with the transportation of property unless the liability arises out of a condition in or on a vehicle created by the loading or unloading thereof or (2) the existence of tools, uninstalled equipment or abandoned or unused materials.

6. Aircraft Liability: (including drones): **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to **Operator's** ownership, maintenance, loading or unloading, use or operation of aircrafts or drones.

7. Assault and Battery: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to intentional physical acts or threats of harm.

8. Cannabis: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the cultivation, manufacture, distribution, sale, storage, transportation, consumption, ingestion, inhalation, or possession of cannabis, marijuana, THC, CBD, hemp, or any derivative extract, by-product, or component thereof, whether legal or illegal under applicable law.

9. Festivals and Concerts: **Bodily Injury** or **Property Damage** arising out of, resulting

from, or in any way related to any event involving more than 3,000 attendees, including festivals, concerts, live performances, parades, raves, or protests.

10. Motorized Events of any kind: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the ownership, maintenance, operation, use, loading or unloading of any mobile equipment or vehicle, including any motorized watercraft, including any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice in preparation for any such contest or activity.

11. Sports/Athletic Activities/Competition of any kind: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to any person trying out for; practicing for; rehearsing for; or participating in any production, exhibition, performance, sport, event or athletic activity. Notwithstanding the foregoing, this exclusion shall not apply to bean bag toss or cornhole games.

12. Liability assumed in a contract: **Bodily Injury** or **Property Damage** for which the **Operator** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

    a. That the **Operator** would have in the absence of the contact or agreement; or
    b. Assumed in a contract or agreement that is an **Operator** contract, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Operator** contract, reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than an **Operator** are deemed to be **damages** because of **Bodily Injury** or **Property Damage**, provided:
        1. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Operator** contact; and
        2. Such attorney's fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this Memorandum applies are alleged.

13. Medical Professional Services: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the rendering or failure to render medical professional services.

14. Eminent Domain: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the principles of eminent domain, condemnation proceedings or inverse condemnation, by whatever name called, whether grounded in federal or state law, regardless of whether such claims are made directly against the **Operator** or by virtue of any agreement entered into by or on behalf of the **Operator**.

15. Employment Practices: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to an actual or alleged wrongful act in connection with any person's prospective employment, actual employment or termination of employment by an **Operator**, including but not limited to wrongful termination, discrimination or sexual harassment.

16. Lost Revenue, Robbery, and Theft: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the loss of revenue, robbery, or theft of any kind.

17. Transit Authority or Public Transportation: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to any transit authority, transit system or

public transportation system owned or operated by any **Operator**.

18. Nuclear: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the hazardous properties of **nuclear material**.

19. Asbestos: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the mining, manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, asbestos or products containing asbestos, whether the asbestos is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion, or found in any form whatsoever.

20. Silica: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the actual, alleged, threatened, or suspected inhalation of, or ingestion of, silica or silica related dust. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, silica or silica-related dust, by any **Operator** or by any other person or entity.

21. Environmental Pollutants of any kind: **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to the contamination of the environment by **pollutants** introduced at any time into or upon the environment. This exclusion applies whether the contamination is introduced into the environment intentionally, accidentally, gradually or suddenly, and whether the **Operator** or any other person or organization is responsible for the contamination. Including any liability arising from testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying, or neutralizing pollutants, whether or not any of the foregoing are, or should be, performed by the **Operator** or by others.

22. Injunctions/equitable relief: coverage does not apply to injunctions, equitable relief, writs of mandate or any other form of relief other than the payment of **damages**. However, this exclusion shall not apply to writs of mandate where **damages** are recoverable. Where this exception to the exclusion applies, coverage is afforded solely for those causes of action under which **damages** are recoverable.

23. **Personal and Advertising Injury**: **Bodily Injury** arising out of **Personal and Advertising Injury.**

24. Punitive or Exemplary Damages: any liability arising out of or in connection with any claim for punitive, exemplary or multiples of **damages**/penalties;

25. Expected or Intended: **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Operator**. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

26. War: **Bodily Injury** or **Property Damage**, however caused, arising, directly or indirectly, out of:
    a. War, including undeclared or civil war;
    b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

27. Disease of any kind: **Bodily Injury** or **Property Damage** arising out of, resulting from,

or in any way related to any **Organic Pathogen**.

28. Damage to Operator's work: **Property Damage** to your product arising out of it or any part of it.

29. Recall of product: **damages** claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
    a. Your product,
    b. Your work,
    c. Impaired property
    If such product, work, or property is withdrawn or recalled from the market or form use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

30. Electronic Data including hacked information: **damages** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
    a. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

31. Breach of contact/failure to perform: **damages** arising out of a breach of contract.

32. Renumeration or financial gain not legally entitled to: liability of an **Operator** arising in whole or in part, out of any **Operator** obtaining remuneration or financial gain to which the **Operator** was not legally entitled except that any act for which an **Operator** is responsible shall not be imputed to any other **Operator** for purposes of this exclusion.

33. **Bodily Injury** or **Property Damage** arising out of, resulting from, or in any way related to Hazardous Activities and Events identified by the **Authority** in Exhibit C to this Memorandum as may be amended from time to time by the **Authority** Board of Directors.

SECTION 5 DEFINITIONS

A. **Annual Period** means the period beginning October 1st to June 30, 2026, at which time the general aggregate limit shown on the Cover Page under the Maximum Amount of Coverage is reinstated. Any unused portion of the general aggregate limit remaining at the end of each **Annual Period** is no longer available. The general aggregate limit shown on the Cover Page is reinstated at the beginning of each **Annual Period**.

B. **Authority** means the California Fair Services Authority.

C. **Auto** means:
    a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
    b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

D. **Bodily Injury** means bodily harm, sickness, disability or disease sustained by a person including death resulting from any of these at any time.

E. **Claim** means any demand, service of suit, **Occurrence** report or institution of arbitration

proceedings in which injury or **damages** are alleged to have arisen out of **Bodily Injury**, or **Property Damage** to which this **Program** applies or is alleged to apply.

F. **Claims** means more than one **Claim**.

G. **Covered Special Event Operator** ("**Operator"**) means any lessee, concessionaire, exhibitor or other special event operator using fair facilities who has purchased coverage under the **Program** as evidenced by being named on the Special Events Coverage Receipt form issued for the specific dates and operations performed at the fair facilities rented or leased.

H. **Damages** means monetary compensation resulting from **bodily injury** or **property damage**.

I. **Defense Costs** means all fees and expenses incurred in connection with the adjustment, investigation, defense and appeal of a **Claim**, including, but not limited to, attorney fees, court costs and interest on judgements accruing after entry of the judgement and also shall include the costs of any adjuster, administrator or defense attorney assigned by the **Authority** to respond to any individual **Claim** on behalf of the **Authority**.

J. **Joint Powers Agreement** means the agreement creating and governing the **Authority** executed by the **Member Entities**, as amended from time to time.

K. **Member Entities** means Member Entities as defined in the **Joint Powers Agreement**.

L. **Miscellaneous Vehicle or Equipment** means any motor vehicle designed primarily for off-road use, including, but not limited to, all-terrain vehicles (ATVs), golf carts, gators, dune buggies, scooters, mobile equipment, and motorized bicycles.

M. **Nuclear Material** means source material, special nuclear material, or byproduct material. Source material, special material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

N. **Occurrence** means an accident, including injurious exposure to conditions, during the **Annual Period**, which results in **Bodily Injury** or **Property Damage**, neither expected nor intended from the standpoint of the **Operator**. All **damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

O. **Occurrences** means more than one **Occurrence**.

P. **Organic Pathogen** means any:

a. Any infectious and/or contagious disease or condition including, but not limited to any pandemic, epidemic or other spread of pathogen, howsoever styled and whether or not declared or acknowledged as such by any government or competent authority.
b. Viruses or other pathogens (whether or not a microorganism); or
c. Colony or group of any of the foregoing.

Q. **Personal and Advertising Injury** means injury, including consequential "**Bodily Injury**", arising out of one or more of the following offenses:
a. False arrest, detention or imprisonment;
b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
d. Oral or written publication, in any manner, of material that slanders or libels a person or

organization or disparages a person's or organization's good, products or services;
e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
f. The use of another's advertising idea in your "advertisement", or
g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"

R. **Pollutants** include smoke, vapors, soot, fumes, acids, alkalis, chemical, liquids or gases, thermal pollutant and all other irritants or contaminants.

S. **Program** means the Special Events Program as adopted and amended by the **Authority's** Board of Directors.

T. **Property Damage** means (1) physical injury to, or destruction of, tangible property, which occurs during the **Annual Period**, including the loss of use thereof at any time resulting therefrom; or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the **Annual Period**.

SECTION 6 DEFENSE AND SETTLEMENT

A. The **Authority**, as an expense of this **Program**, shall have the right and duty to investigate, negotiate, settle or defend, at its sole discretion, any **Claim** which, in the opinion of the **Authority,** is or may be encompassed by this **Program**. The Authority, in its sole discretion, may appoint counsel to defend any **Claim** subject to this Memorandum.

This obligation shall cease to apply after the Maximum Amount of Coverage shown in the Cover Page and pursuant to SECTION 3 has been exhausted by any combination of payments or tender of sums hereunder for judgments, settlements or **Defense Costs**. Any **Defense Costs** incurred prior to the tender of the Maximum Amount of Coverage shall be deducted from the Maximum Amount of Coverage that is tendered.

B. With respect to any **Claim** over which the **Authority** assumes responsibility or charge of the settlement or defense, the **Authority** will, if applicable, cause the **Program** to pay the following on behalf of an **Operator** or an Additional Covered Entity or Individual as specified in Section 2 above:

1. **Defense Costs** incurred by the **Authority**;
2. Costs taxed in the suit; and
3. Other reasonable expenses incurred at the **Authority's** request to assist the **Authority** in the investigation or defense of the **Claim.**

C. The payment of **Defense Costs** and other costs listed in SECTION 6.B above will reduce the Maximum Amount of Coverage under this **Program**.

SECTION 7 CONDITIONS

A. All **Operators'** duties in the event of an **Occurrence** or **Claim** are as follows:

1. Immediately following an **Occurrence**, the **Operator** shall give immediate written notice thereof to the:

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815
Attention: Liability Claims Administrator

Or

info@cfsa.org

The notice shall contain the following:

a. Particulars sufficient to identify the **Operator**.
b. Information as to the time, place and circumstances of the **Occurrence**.
c. The names and addresses of the injured parties and any witnesses.
d. Copy of Special Events Coverage Receipt, if available.

2. If a **Claim** is brought against the **Operator**, the **Operator** shall immediately forward to the **Authority** every **Claim**, demand, notice, summons or other process or correspondence received by the **Operator** or its representative.

3. The **Operator** shall cooperate with the **Authority**, its claims representative and investigators, and attorneys representing the **Authority**, and if requested, attend hearings and trials and assist in securing and obtaining evidence, and obtaining the attendance of witnesses.

4. The **Operator** shall not admit to any liability, assume any obligation, voluntarily make any payment or incur any expense other than for first aid to others at the time of the accident.

B. The **Authority** shall be subrogated to the extent of any payment hereunder to all of the **Operator's** rights of recovery therefore, and the **Operator** shall do nothing after any loss to prejudice such rights and shall do everything necessary to secure such rights.

C. If collectible insurance or any other coverage or protection with any insurer, joint powers authority or other source is available to the Additional Covered Entities or Individuals as specified in Section 2 COVERAGE, Subsection B or **Operator** covering a loss also protected hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such insurance or other coverage or protection. Under no circumstances shall the coverage afforded by this **Program** be considered primary, pro rata, concurrent or co-existent with such insurance coverage or other protection.

D. This **Program** and all coverage and defense obligations afforded under this **Program** may be terminated or amended at any time by the Board of Directors of the **Authority** pursuant to the terms of the **Joint Powers Agreement**. In the event of such termination, a refund of fees paid for coverage of an event occurring on or after the termination date shall be made to the **Operator** in the amount the **Authority** deems to be fair and reasonable.

E. The **Authority's** Executive Director is hereby authorized to approve non-substantive modifications to the **Program**, including but not limited to non-substantive modifications to this Memorandum.

F. Terms of this Memorandum, if any, which are in conflict with the statutes or laws of the State of California are amended to conform to such laws but in no way shall such conflict invalidate, void, or reduce the enforceability of any other provisions not in conflict and which remain in conformity with applicable law. The parties further agree that any court intervention shall be limited to severing the unenforceable provision without adding to or modifying the terms of this Memorandum.

EXHIBIT A

Special Events – Eligible Activities

Animal Exhibitors Group Purchase (large livestock)
Animal Exhibitors Individual Purchase (large livestock)
Antique Shows
Arts/Crafts
Auctions other than Animals
Auto Sales *(no auto coverage)*
Barbecues/Picnics
Bingo
Birthdays/Banquets/Social Gatherings
Camping Group Purchase (duration of stay)
Car/Motorcycle Shows (parked only)
Dances, Concerts (under 3,000 attendees)
Dog Shows *(no training/obedience classes)*
Equestrian/Livestock Boarding (no riding)
Exhibitions
Fair time Concessionaires & Exhibitors
Fair time Food & Beverage Concessionaires
Festivals (under 3,000 attendees)
Films/Lecturers
Flea Market/Swap Meet (once per calendar year)
Flower Shows
Funerals/Memorial Service
Gaming Tournaments
Gem & Mineral/Coin Shows
Graduations/Ceremonies
Health Fairs
Home & Garden Shows
Horse & Livestock Symposium (Demonstration/Education)
Instruction Classes/Aerobics *(no animals, no participant coverage)*
Interim Arts & Crafts Exhibitors Individual Purchase
Interim Food Concessions Individual Purchase
Interim Vendor Group Purchase
Livestock & Horse Sales/Auctions
Performance/Theatrical *(not concerts)*
Retreats
Reunions/Family or Class
RV Rally (duration of stay)
RV Show & Sale
Seminars/Speaking Engagements
Trade Shows
Weddings/Receptions/Baptisms

EXHIBIT B

EXCLUSIONS

This Memorandum does not apply to:

A. To any obligation for which any **covered party** or any carrier as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

B. To **bodily injury** to any employee of any **operator** arising out of and in the course of his/her employment by such **operator**;

C. To injury to or destruction of (1) property owned by a **operator**, or (2) property rented or leased to the **operator** where the **operator** has assumed liability for damage to or destruction of such property unless the **operator** would have been liable in the absence of such assumption of liability, or (3) aircraft or watercraft in the care, custody or control of any **operator**;

D. As respects liability assumed by the **operator** under any contract:

1. To any claim, judgment or agreement from any arbitration proceeding wherein PRISM is not entitled to exercise with the **operator**, the **operator's** rights in the choice of arbitrators, and in the conduct of such proceedings; or

2. To any obligation for the rendering or failure to render professional services for the **operator**, if the indemnitee of the **operator** is an architect, engineer or surveyor, arising out of:

a.) The preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, surveys, change orders, designs or specifications; or

b.) The giving or the failure to give directions or instructions by the indemnitee, the indemnitee's agents or employees, provided such giving or failure to give directions or instructions is the primary cause of **bodily injury** or **property damage**;

E. To **bodily injury** and **property damage** arising out of any **operator's** ownership, maintenance, loading or unloading, use or operation of any:

1. Aircraft;

2. Airfields;

3. Runways;

4. Hangars; or

5. Buildings or other properties in connection with aviation activities.

F. To liability arising out of the rendering of or failure to render the following medical professional services:

1. Medical, surgical, dental, x-ray or nursing, service or treatment, to any person, including the furnishing of food or beverages in connection therewith;

2. Service or treatment related to physical or mental health;

3. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

4. Handling of or performing post-mortem examination on human bodies;

5. Service by any person as a member of a formal accreditation or similar professional board or committee of the Member or as a person charged with the duty of executing directives of any such board or committee; or

6. Any cosmetic or tonsorial service or treatment.

This exclusion shall not apply; however, to any professional activities arising out of the performance of occupational physical examinations, paramedics, emergency first aid, or preventative health services related to: alcoholism, drug abuse, well child healthcare, California Children Services, immunizations, sexually transmitted diseases, tuberculosis, and family planning.

G. To liability, directly or indirectly, arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation, by whatever name called, whether grounded in federal or state law, regardless of whether such claims are made directly against the **operator** or by virtue of any agreement entered into by or on behalf of the **operator**.

H. To liability arising out of the failure to provide an adequate supply of fuel, water or electricity; however, this exclusion applies only if such failure to provide results from any decision by the Member's governing body with respect to (1) obtaining such fuel, water or electricity, or (2) allocating such fuel, water or electricity among the users thereof;

I. To **property damage** arising out of subsidence;

J. To liability arising out of the hazardous properties of **nuclear material**;

K. To liability imposed upon a **operator** (or which is imputed to a **operator**) under the "Employment Retirement Income Security Act of 1974" and any law amendatory thereof;

L. To liability arising out of the rupture, bursting, overtopping, accidental discharge, or partial or complete failure of any dam(s);

M. To any liability for past, present, or future claims or suits arising in whole or in part, either directly or indirectly, out of the mining, manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, asbestos or products containing asbestos, whether the asbestos is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion, or found in any form whatsoever;

N. To liability arising out of the contamination of the environment by **pollutants** introduced at any time into or upon the environment. This exclusion applies whether the contamination is introduced into the environment intentionally, accidentally, gradually or suddenly, and whether the **operator** or any other person or organization is responsible for the contamination.

Notwithstanding the foregoing this Memorandum shall not apply to any claim or suit relating to: any liability to test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize **pollutants**, whether or not any of the foregoing are, or should be, performed by the **operator** or by others;

O. To injunctions, equitable relief, writs of mandate or any other form of relief other than the payment of **damages**.

P. To the refund of taxes, fees or assessments;

Q. To liability of a **operator** arising in whole or in part, out of any **operator** obtaining remuneration or financial gain to which the **covered party** was not legally entitled except that any act for which a **operator** is responsible shall not be imputed to any other **operator** for purposes of this exclusion;

R. To liability arising out of the willful violation of a penal statute, code, or ordinance committed by or with the knowledge or consent of any **operator** except that any act for which a **operator** is responsible shall not be imputed to any other **operator** for purposes of this exclusion;

S. To liability of any **operator** arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids;

T. To benefits payable under an employee benefit plan (whether the plan is voluntarily established by the **operator** or mandated by statute) because of unlawful discrimination;

U. To any liability arising out of or in connection with any claim for punitive, exemplary or multiples of **damages**/penalties;

EXHIBIT C

HAZARDOUS ACTIVITIES EXCLUSIONS

- Carnival Rides: All types
- Freefall Attractions: All types including but not limited to, elevated jumps involving airbags.
- Motorized Events: A11 types, including but not limited to, automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 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, 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, rural Olympics, bus training, ride and drive, auto research, ATV training, car cruise, tow trucks, ladder truck training, heavy equipment training, parking lot/street sweeping, car control clinic, clown cars, first responder equipment and vehicle parades and tractor parades.
- Rodeo Events: All types with and without a paid gate including Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting.
- Extreme Attractions: All types including but not limited to bungee attractions, ejection seats, skyscrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate.
- Law Enforcement: All types including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA.
- Mechanical Bulls
- Rave Type Events: Any dance or concert which extends beyond midnight.
- Simulators
- Transporting: All types including hot air balloons, any aircraft (fixed wing or rotor), and watercraft.
- Animals: All types of events, including but not limited to circuses, pony and other animal rides, petting zoos, pig (or other animal) races, dog training/obedience classes, horse-drawn refuse collection, wild/exotic animal exhibits and horse-pulled hayrides.
- Athletic Events, Competitive: All types with the exception of bean bag toss and cornhole.
- Building and Grounds Maintenance All types including but not limited to, janitorial service, cleaning service, window cleaning, carpet cleaning, landscaping, tree trimming/removal.
- Chainsaw/ Woodcarving/ Lumberjack Competitions
- Christmas Tree Farm/sales/recycling with processing
- Concerts: All types with 3,000 or more attendees
- Construction and Improvements on Buildings: All types including but not limited to, major repair, major alterations, new construction of buildings, excavation, drilling, and demolition, modular buildings, portable structures.
- Drones/Remote control flying objects
- Elevator Maintenance
- Entertainment**:** All types including but not limited to, trapeze, spin wheel or acrobat acts, tight rope, boxing matches, wrestling, strolling acts, stilt walkers, clowns and hypnotists.
- Equestrian Events: All Types of Events, including but not limited to horse show, jousting, cutting

and reining horses (training and lessons), gymkhana, team penning, team roping, barrel racing, dressage and show jumping.

- Equipment Rental: All types including but not limited to, sound/lights, tents, pipe and drape, bleachers, portable stages, temporary/portable trailer rental and scaffolding.
- Event/Security Services: All types including but not limited to security, parking, admissions, gate staff.
- Face Painting/Henna Tattoos
- Festivals – events including Hazardous Activities and/or above 3,000 attendees per day.
- Fireworks Exhibitions
- Hazardous Substances: All types including but not limited to, treatment, removal, storage or any other handling of any hazardous substances, including but not limited to toxic and petroleum waste and asbestos.
- Haunted Houses
- Medical Services: All types including but not limited to, EMT, first aid services, and ambulance services
- Miscellaneous: All types including but not limited to, Dunk tanks, tattooing, body piercing, parachuting, bouncy balloons, bounce houses, trampolines, rock climbing wall, foam parties, water wars, water balloon fights, circus, wheelchair and stroller rental, water bobbles, soccer bobbles, ice skating, smash rooms (all sorts involving intentional breaking of objects, carnival games.
- Parking Services
- Parades
- Sanitation Services: All types including but not limited to, portable restrooms/showers, portable toilets/port-a-potties and hand-washing stations
- Security Services: see Event/Security Services above.
- Sewer, water, electrical and other underground utilities: All types (electrical, fiber-optic communications and gas lines) lines maintenance and/or installation.
- Spraying: All types including but not limited to, pest control, fumigation, crop or agricultural spraying and application
- Transporting: All types including but not limited to helicopter, stage coach, bus/shuttle service, horse-pulled hay rides, trackless trains, livestock hauling (for auction) and armored car service.
- Wheeled Events: All types including but not limited to roller derbies, roller skating, in-line skating, hockey, scooters, skateboards, hover boards, bicycles, Segways, and BMX events.