

SONOMA COUNTY FAIRGROUNDS
INSURANCE REQUIREMENTS
EFFECTIVE FOR EVENTS HELD ON OR AFTER AUGUST 23, 2013

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 Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County 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 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: Vendor Coordinator, 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: **"2018 SONOMA COUNTY FAIR"**
- 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 insurance policies within thirty (30) days.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is 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. **Policy Obligations**

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

8. **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.