Chairman - Chris Diercks
Vice-Chair/Secretary - Dan Hughes
Treasurer - John Flores
Director - Christian Linnemann
Director - Janet Covington

General Manager - Mickey Valdivia
General Counsel - Albert Maldonado, BB&K

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

SPECIAL MEETING OF THE BOARD OF DIRECTORS AGENDA

Wednesday, February 26th, 2025
Special Meeting: 6:00p.m.

This meeting is being held in person.
Remote access is available for the convenience of the public. Please note that in the case of audio/video failure, the board meeting will continue.
To join via Zoom, click here: BCVRPD Board Meeting
To join the meeting by telephone, call: 1(669)900-6833.
Meeting ID: 323 943 4355.

REGULAR SESSION:

1. **Roll Call:**
   - 1.1. Invocation: Vice-Chair/Secretary Hughes
   - 1.2. Pledge of Allegiance: Director Covington
2. **PUBLIC COMMENT**: Anyone wishing to address the Board on any matter not on the agenda may do so now. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to deidre@bcvparks.com. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.
3. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS**
   - 3.1. Presentation of Redistricting Draft Maps
   - 3.2. Approval of 2025 Facility Use Agreement – Cherry Valley Horsemen's Association
   - 3.3. Approval to Host Two or Three Signature Events
   - 3.4. Approval of Beaumont-Cherry Valley Rotary Sponsorship
4. **GENERAL MANAGER REPORT:**
   - 4.1. General Manager, Mickey Valdivia
5. **NEXT REGULAR MEETING:** Wednesday, March 12th, 2025, 6:00p.m.
6. **ADJOURNMENT:**

Any person with a disability who requires accommodations to participate in the meeting should telephone Deidre Chatigny at 951-845-9555, prior to the meeting in order to make a request for a disability-related modification or accommodation.

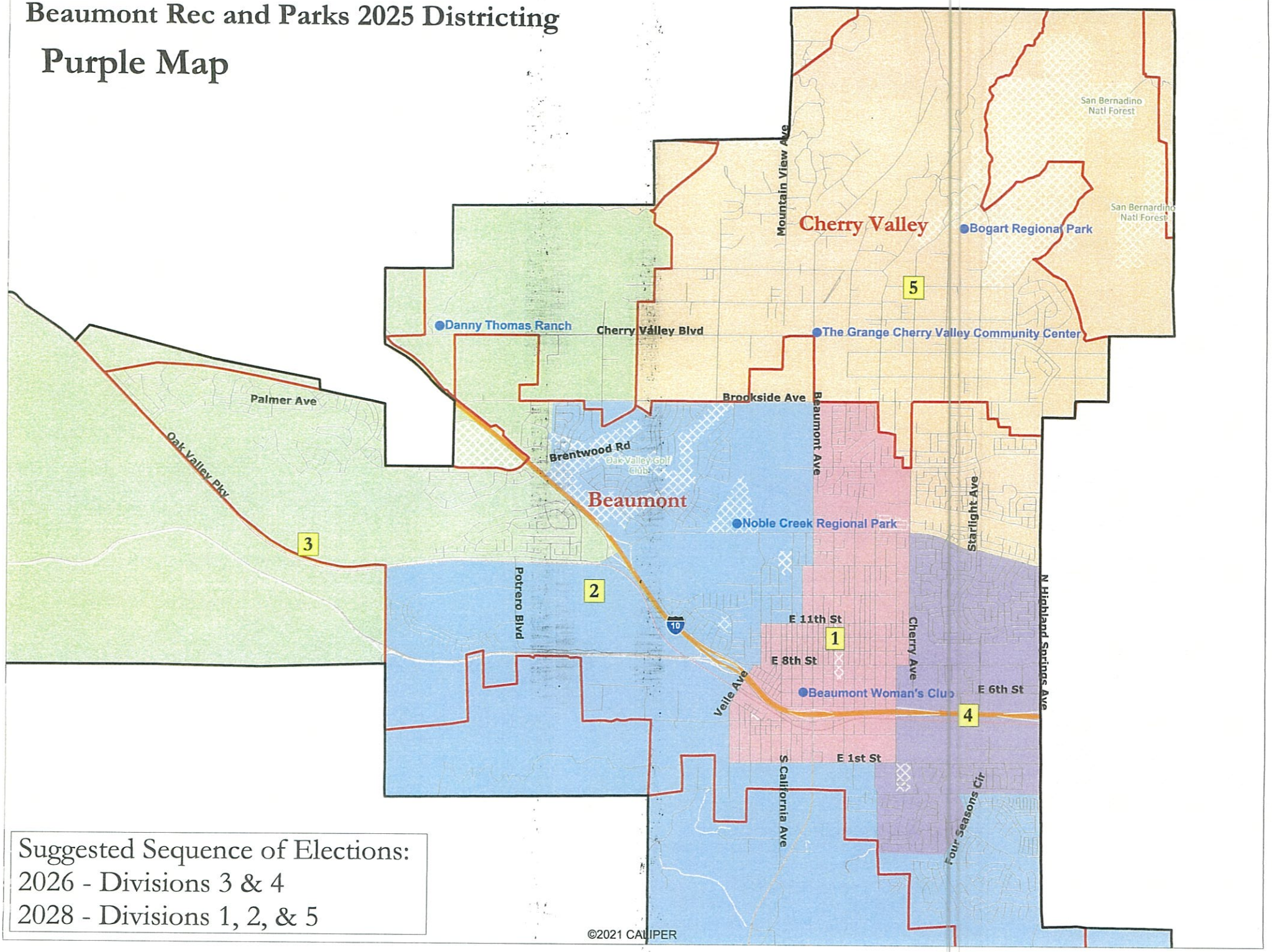
DECLARATION OF POSTING: I declare under penalty of perjury, that Beaumont-Cherry Valley Recreation and Park District employ me, and the foregoing agenda was posted at the District office and District website February 25th, 2025.

Kaylee Gemmell

Kaylee Gemmell, BCVRPD Clerk of the Board

Beaumont Rec and Parks 2025 Districting

Purple Map



Suggested Sequence of Elections:
2026 - Divisions 3 & 4
2028 - Divisions 1, 2, & 5

©2021 CALIPER

Purple Map

District		1	2	3	4	5	Total
	Total Pop	12,033	12,595	11,827	11,960	12,096	60,511
	Deviation from Ideal	-69	493	-275	-142	-6	768
	% Deviation	-0.57%	4.07%	-2.27%	-1.17%	-0.05%	6.35%
Total Pop	% Hisp	55.5%	32%	38%	44%	33%	40%
	% NH White	32%	51%	36%	30%	48%	40%
	% NH Black	5%	7%	10%	11%	7%	8%
	% Asian-American	4%	7%	13%	11%	9%	9%
Citizen Voting Age Pop	Total	7,673	8,791	7,799	7,553	9,235	41,051
	% Hisp	51%	32%	35%	43%	33%	38%
	% NH White	38%	53%	38%	32%	52%	43%
	% NH Black	8%	8%	20%	14%	8%	11%
	% Asian/Pac.Isl.	2%	8%	7%	11%	5%	7%
Voter Registration (Nov 2020)	Total	5,558	9,237	7,343	6,481	8,358	36,977
	% Latino est.	48%	29%	37%	39%	28%	35%
	% Spanish-Surnamed	43%	26%	33%	35%	25%	31%
	% Asian-Surnamed	1%	2%	3%	3%	1%	2%
	% Filipino-Surnamed	1%	2%	3%	2%	1%	2%
	% NH White est.	40%	61%	45%	40%	59%	50%
	% NH Black	9%	6%	13%	16%	10%	11%
Voter Turnout (Nov 2020)	Total	2,198	5,405	3,190	2,937	4,484	18,214
	% Latino est.	38%	21%	30%	28%	21%	26%
	% Spanish-Surnamed	1%	2%	2%	2%	1%	2%
	% Asian-Surnamed	1%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	2%
	% NH White est.	49%	68%	51%	47%	66%	59%
	% NH Black	11%	8%	14%	21%	10%	12%
Voter Turnout (Nov 2018)	Total	4,044	7,441	5,538	5,013	6,353	28,389
	% Latino est.	41%	20%	32%	36%	24%	29%
	% Spanish-Surnamed	54%	23%	38%	43%	28%	35%
	% Asian-Surnamed	1%	2%	2%	3%	1%	2%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	2%
	% NH White est.	49%	67%	56%	40%	65%	57%
	% NH Black est.	8%	8%	9%	20%	9%	11%
ACS Pop. Est.	Total	12,812	11,754	12,432	12,043	13,031	62,073
Age	age0-19	35%	24%	32%	34%	27%	31%
	age20-60	52%	39%	56%	50%	46%	49%
	age60plus	13%	37%	12%	16%	27%	21%
Immigration	immigrants	15%	18%	18%	18%	10%	16%
	naturalized	58%	75%	52%	78%	73%	67%
Language spoken at home	english	62%	71%	67%	69%	78%	70%
	spanish	36%	21%	21%	23%	17%	24%
	asian-lang	1%	6%	7%	6%	2%	4%
	other lang	1%	2%	4%	2%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	8%	11%	8%	5%	8%
Education (among those age 25+)	hs-grad	69%	64%	56%	62%	65%	63%
	bachelor	10%	17%	18%	19%	13%	15%
	graduatedegree	4%	10%	14%	10%	12%	10%
Child in Household	child-under18	47%	27%	55%	51%	37%	42%
Pct of Pop. Age 16+	employed	65%	46%	65%	61%	52%	58%
Household Income	income 0-25k	13%	10%	3%	8%	9%	9%
	income 25-50k	23%	17%	6%	16%	17%	16%
	income 50-75k	11%	12%	10%	14%	12%	12%
	income 75-200k	48%	52%	63%	52%	49%	52%
	income 200k-plus	5%	10%	18%	11%	13%	11%
Housing Stats	single family	79%	99%	100%	93%	99%	94%
	multi-family	21%	1%	0%	7%	1%	6%
	rented	43%	12%	10%	23%	11%	19%
	owned	57%	88%	90%	77%	89%	81%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.2**

To: Board of Directors

From: Noah Valdivia, Athletic Facilities Manager
Via: Mickey Valdivia, General Manager

Date: February 26, 2025

Subject: Approval of 2025 Cherry Valley Horsemen's Association FULA

Background and Analysis:

The California Association for Park & Recreation Indemnity (CAPRI) is a risk management pool providing comprehensive insurance and risk management services to park and recreation agencies across California. CAPRI's offerings include liability, property, workers' compensation, and other essential coverage designed to protect public entities from financial risk. Additionally, CAPRI supports its members through safety programs, risk reduction initiatives, training, resources, and expert guidance.

The Beaumont-Cherry Valley Recreation and Park District (BCVRPD) has been a member of CAPRI since 1986 and currently benefits from these services, alongside 64 other districts.

CAPRI has recently increased the minimum insurance coverage recommendations for sports organizations, including an additional Sexual Assault and Molestation (SAM) coverage for organizations that engage with minors. This adjustment impacts organizations like the Cherry Valley Horsemen's Association (CVHA), which, like many others, faces increased costs due to the updated insurance requirements. The enhanced coverage is designed to provide stronger protection for CVHA, BCVRPD, and the families involved, particularly in cases of injury or allegations.

BCVRPD and CVHA are currently in the second year of a three-year agreement (2024-2026), which includes a price escalation for arena rental. The breakdown is as follows:

- 2024: $160 per show
- 2025: $180 per show
- 2026: $200 per show

For comparison, non-local groups like the Hemet Valley Gymkhana Club pay $400 per show, plus additional fees for light use ($100) and arena drag requests ($100). In 2025, CVHA hosted five shows, two of which were canceled due to rain, and one was impacted by a flooding issue related to the arena's irrigation system. As a result, CVHA paid $665 total for the five shows, averaging $133 per show. This discounted rate was provided by the General Manager to account for the lost revenue due to the cancellations.

Fiscal Impact:

Staff have outlined four options for addressing the insurance coverage and arena rental costs for CVHA in 2025:

1. Option 1: Allow CVHA to maintain $1,000,000 general liability and $3,000,000 general aggregate insurance coverage, ***without*** SAM coverage.
   Estimated cost: **$800** for 2025.

2. Option 2: Allow CVHA to maintain $1,000,000 general liability and $3,000,000 general aggregate insurance coverage, ***with*** the recommended $1,000,000 SAM coverage.
   Estimated cost: **$2,800** for 2025 ($800 for general liability/aggregate + $2,000 estimated for SAM coverage).

3. Option 3: Allow CVHA to maintain insurance coverage at the recommended minimums of $1,000,000 general liability and $3,000,000 general aggregate, *with the addition of an umbrella policy of $1,000,000 general and $1,000,000 aggregate* ***without*** SAM coverage.
   Estimated cost: **$2,300** for 2025 ($1,800 for general liability/aggregate + umbrella policy + $500 for participant accident coverage).

4. Option 4: Allow CVHA to maintain insurance coverage at the recommended minimums of $1,000,000 general liability and $3,000,000 general aggregate with the addition of an umbrella policy of $1,000,000 general and $1,000,000 aggregate, ***with*** the $1,000,000 SAM coverage.
   Estimated cost: **$4,300** for 2025 ($1,800 for general liability/aggregate + umbrella policy + $500 for participant accident coverage + $2,000 estimated for SAM coverage).

**Option 4 includes the offer of a bridge loan from BCVRPD in the amount of $2,000 to help cover the cost of SAM coverage. The loan would give CVHA the ability to repay the funds with their own fundraising efforts or through participating in District opportunities (volunteers + tips from pouring beer at a BCVRPD event for example). Additionally, the District may waive or discount the $2,000 fees if CVHA shows a concerted effort in partnering and participating in BCVRPD events. BCVRPD would still offer a reduced arena rental rate of $112.50 per show.

To offset the additional costs, BCVRPIC has also offered a one-time $1,500 subsidy for the 2025 season.

Recommendations:

Staff recommends Option 4, which aligns with the expert guidance from CAPRI and ensures the highest level of protection for both CVHA and BCVRPD. To assist CVHA in managing the increased costs, a one-time $1,500 subsidy from the Beaumont-Cherry Valley Recreation and Park Improvement Corporation will be provided for 2025. This subsidy will give CVHA time to adjust its financial planning in preparation for the 2026 season.

By approving Option 4, the Board will ensure CVHA's compliance with updated insurance requirements while providing financial support to ease the transition. This approach balances the need for adequate coverage with the practical considerations of CVHA's budgetary constraints.

Respectfully Submitted,

Noah Valdivia
Athletic Facilities Manager

ARENA INSURANCE COMPARISONS

This is from our HUB Insurance Agent:

Per our conversation below is a partial list of facilities that we issued certificates to for other equestrian clubs which accept the $2,000,000/$1,000,000 limits. None of these venues require primary wording, waiver of subrogation or abuse/molestation coverage. We specialize in equestrian-related insurance and have over 50 horse clubs currently insured.

Ventura County Fairgrounds

Santa Cruz County Parks Department

14th DAA Santa Cruz Fairgrounds

East Bay Regional Park District

City of Martinez

US Department of Agriculture

Bureau of Reclamation

Riverside County Region Park and Open Space

City of Fullerton

Orangevale Recreation and Park District

California Department of Fish and Wildlife

Humboldt County Fairgrounds

Walnut Creek & City of Norco requires the $2 / $4 million policy.

City of Yucaipa only requires the $1 million policy.

INSURANCE QUOTES

I have contacted the following companies for Insurance Quotes:

Markel Insurance (Referred to us by Noah at the Park District) **

K&K Insurance Group (Referred to us by Noah at the Park District) **

Travelers Equine Insurance Group **

Amwins Equine Insurance Group **

Star Equine Insurance group ** (See attached form)

** These insurance groups would not entertain a quote as they stated they cannot provide the $2 / $4 Million requested with the Waiver of Subrogation and Primary Non-Contributory Endorsements, and they could not provide a $1mill SAMS Policy. Many of them said we don't qualify for SAMS due to the nature of our business not having Care, Custody and control over minors. The ones referred by Noah said they can't provide Equestrian Policies but were able to provide the policies they provided for the Martial Arts group Noah referred to (See Attached Insurance Cert provided by Noah).

I also spoke with Marshall & Sterling Insurance Group (AKA: Equisure Insurance) who provided the attached quote for $1 mill and $ 3 mill, plus a $100,000 SAMS Policy. This quote DOES NOT include the Waiver of Subrogation and Primary Non-Contributory Endorsements. See attached quote.

I asked them to provide me with another quote for the $2/$4 mill policy, plus the $1 mill SAMS, and make sure it includes the Waiver of Subrogation and Primary Non-Contributory endorsements.

EQUISURE
INSURANCE

An Amwins Company

EQUINE CLUB LIABILITY PROPOSAL

QUOTE DATE: February 26, 2025

PROPOSED INSURED: Cherry Valley Horsemen's Assn
PO Box 3092 Beaumont, CA 92223
BR-CHE1

CARRIER: Certain Underwriters at Lloyd's, London **COVERAGE FORM:** Occurrence

BROKER: Marshall & Sterling
CODE: BRMARSH
COMMISSION: 10% of the Premium Sub-Total

BINDING CONDITIONS: All items listed below must be returned with bind order.

COMPLETE AND RETURN ALL PAGES OF THIS PROPOSAL AND THE BELOW REQUIRED DOCUMENTS TO EQUISURE, INC.

1. Accept limit option on page 2
2. State affidavit - CA FORM IS ATTACHED
3. Payment in full (less your commission) must be remitted from your agency to Equisure, Inc. within 15 days of the policy effective date
4. Request to bind with desired effective date

This is a premium indication ONLY based upon information provided by the insured. The coverage descriptions in this proposal are abbreviated. You will need to refer to the master policy for all terms, conditions, limitations, and exclusions. If there is any conflict between the coverage statements within this proposal and the actual insurance policy, the policy provisions will prevail.

EQUISURE
INSURANCE

An Amwins Company

Option 1	Option 2	Option 3	Limits of Liability
1,000,000	1,000,000	1,000,000	Each **accident**
1,000,000	2,000,000	3,000,000	Products/Completed Operations Aggregate Limit
1,000,000	2,000,000	3,000,000	Policy Aggregate (Other than Products/Completed Operations) but sub-limited to:
1,000,000	1,000,000	1,000,000	Personal Injury and Advertising Injury each **accident.**
100,000	100,000	100,000	Fire Legal Liability any one Fire and in the aggregate.
100,000	100,000	100,000	**damage to property** Limit: any one **covered activity** for property rented or loaned to the **insured** or in the **insured's care, custody or control** (other than **horses**).
5,000	5,000	5,000	Medical Payments any one **accident.**
50,000	50,000	50,000	Any one **Horse** in **care, custody or control.**
100,000	100,000	100,000	in the aggregate for all **Horses** in **care, custody or control.**
100,000	100,000	100,000	Sexual Abuse & Molestation

NOTE: 25% MINIMUM EARNED PREMIUM AND SERVICE FEE IS FULLY EARNED

Option 1		Option 2		Option 3	
Premium Sub Total	$ 1575.00	Premium Sub Total	$ 1811.25	Premium Sub Total	$ 2047.50
Service Fee	85.69	Service Fee	85.69	Service Fee	85.69
State Tax	47.25	State Tax	54.34	State Tax	61.43
State Fee	2.84	State Fee	3.26	State Fee	3.69
Other Fee	0.00	Other Fee	0.00	Other Fee	0.00
Terrorism	0.00	Terrorism	0.00	Terrorism	0.00
Total Premium	**$ 1710.78**	**Total Premium**	**$ 1954.54**	**Total Premium**	**$ 2198.31**

Option 1: Accept ____ Decline ____ Option 2: Accept ____ Decline ____ Option 3: Accept ____ Decline ____

This is a premium indication ONLY based upon information provided by the insured. The coverage descriptions in this proposal are abbreviated. You will need to refer to the master policy for all terms, conditions, limitations, and exclusions. If there is any conflict between the coverage statements within this proposal and the actual insurance policy, the policy provisions will prevail.

EQUISURE
INSURANCE

An Amwins Company

INSURING AGREEMENTS		Proposed
Insuring Agreement A.1., Bodily Injury and Property Damage		Yes
Insuring Agreement A.2., Personal and Advertising Injury		Yes
Insuring Agreement A.3., Medical Payments		Yes
Insuring Agreement A.4., Care, custody or control – Horses	**Long term care, custody or control**	No
	Short term care, custody or control	Yes
Insuring Agreement A.5., Care, custody or control – non-owned property		Yes
Insuring Agreement A.6., Fire Legal Liability		Yes

COVERED ACTIVITIES		Proposed
Owned/Leased Horses on Premises		No
Owned/Leased Acres		No
Clinics		No
Club Meetings	6	Yes
Demonstrations		No
Gymkhana/Roping Days	8 3/8/25, 3/22/25, 4/12/25, 5/10/25, 6/14/25, 7/12/25, 8/9/25, 2/14/26	Yes
Schooling Shows/Non-Sanctioned Shows		No
Parade Days		No
Sanctioned Shows		No
Fun Contest/Play Days		No
Booths/Non-Mounted Events		No
Driving Events		No
Pony Rides		No
Horse Drawn Vehicle Rides		No
Horse Sales		No
Practice Days		No
Fundraisers		No
Trail Maintenance		No
Banquets/Parties		No
Boarded Horses		No
Trail Riding		No

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Day Camps		No
Other	$100k SML limit included	Yes
Other		No

ADDITIONAL INSUREDS	1-4 combined total from the following categories	Proposed
Designated Person or Organization		No
Landowner – Landlord – Facility Owners	Beaumont-Cherry Valley Recreation and Park District	Yes
Equipment Lessors		No
Sponsors		No
Horse Providers		No

ENDORSEMENTS		Proposed
Waiver of Subrogation		No
Primary Noncontributory		No
Users of Golf Carts or Other Off-Road Vehicles		No
Professional Liability for Training and Instructing		No
Delete Product-completed operations Coverage		No
Liquor Liability Coverage		No

This is a premium indication ONLY based upon information provided by the insured. The coverage descriptions in this proposal are abbreviated. You will need to refer to the master policy for all terms, conditions, limitations, and exclusions. If there is any conflict between the coverage statements within this proposal and the actual insurance policy, the policy provisions will prevail.

EQUISURE
INSURANCE

An Amwins Company

GENERAL TERMS AND CONDITIONS

PROPOSED COVERAGE TYPE IS GENERAL LIABILITY, OCCURRENCE BASIS.

THIS IS A QUOTE ONLY. NO BINDING OF COVERAGE IS AUTHORIZED OR GRANTED.

MEMBER TO MEMBER LIABILITY IS EXCLUDED.

ASSOCIATION RESOURCE GROUP, PG IS MASTER POLICYHOLDER. ANY AND ALL FEES ARE INCLUDED. ALL STATE TAXES AND FEES WILL BE FILED/PAID BY EQUISURE, INC.

THIS QUOTE IS BASED ON THE APPLICATION SUBMITTED TO EQUISURE INC FOR QUOTATION. ANY ALTERATIONS OR AMENDMENTS OF THE APPLICATION INFORMATION MAY REQUIRE REQUOTING.

COVERAGE CANNOT BE BOUND UNLESS APPROVED IN WRITING BY EQUISURE INC AND IS SUBJECT TO ANY ADDITIONAL UNDERWRITING REQUIREMENTS OF EQUISURE INC.

THIS QUOTE AUTOMATICALLY EXPIRES 30 DAYS FROM QUOTE DATE AND FILE WILL BE CLOSED IF NOT RESPONSE. STATE SURPLUS LINES TAXES AND/OR FEES MAY BE FULLY EARNED AND NON-REFUNDABLE.

This is a premium indication ONLY based upon information provided by the insured. The coverage descriptions in this proposal are abbreviated. You will need to refer to the master policy for all terms, conditions, limitations, and exclusions. If there is any conflict between the coverage statements within this proposal and the actual insurance policy, the policy provisions will prevail.

STAR EQUINE INSURANCE 877.827.4480

Coverage Summary for Equine Club/Association Liability

Because horse clubs and associations host events where the general public is in attendance, this can lead to liability insurance claims being made against them. Coverage under our horse club/association policy is designed to cover all events of the organization throughout the year such as shows, clinics, exhibit booths, meetings, trail rides, parades, etc. in the event someone is injured and tries to hold the club/association responsible. This coverage is often referred to as "spectator coverage" and does not cover members of the club/association.

Generally, the club/association can select limits of liability of $300,000., $500,000. or $1.000,000. per claim, including $5,000. medical payments per person. Most insurance companies will include up to 7 event days within the policy minimum premium. There will be an additional charge for event days over 7. The annual premium for this coverage is usually based on the number of event days per year.

NOTE: This policy also includes full legal defense cost in addition to the limit of liability and Fire legal Liability up to $50,000 for facilities you may be renting.

PROVIDED BY NOAH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/01/2025

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).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	**CONTACT NAME:** MM – Martial Arts School **PHONE (A/C, No, Ext):** 1-800-648-6406 **FAX (A/C, No):** 1-260-459-5940 **E-MAIL ADDRESS:** info@martialartsinsurance-kk.com **PRODUCER CUSTOMER ID:**
INSURED Matsunoki Martial Arts 9753 kirkwood ct Rancho cucamonga, CA 91730 A Member of the Sports, Leisure & Entertainment RPG	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** Markel Insurance Company — 38970 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** W02908849 **REVISION NUMBER:**

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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER	X		M1MAS0000000499800	02/01/2025 11:04 PM EDT	02/01/2026 12:01 AM	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS – COMP/OP AGG	$2,000,000
							PROFESSIONAL LIABILITY	$2,000,000
							BODILY INJURY TO PARTICIPANTS	$2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII			M1MAS0000000499800	02/01/2025 11:04 PM EDT	02/01/2026 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			M1MAS0000000499800	02/01/2025 11:04 PM EDT	02/01/2026 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	$150,000

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

Sexual Abuse or Sexual Molestation Liability - $1,000,000 each occurrence (included above)/$1,000,000 aggregate (included above)
Location #1: 10478 Beaumont Ave, Cherry Valley, California 92223
Martial Arts style(s): Karate
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Beaumont Cherry Valley Recreation and Parks Dept, directors, officers, agents, volunteers, 390 Oak Valley Pkwy Beaumont, CA 92223 (Owner/Lessor of Premises)	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 Scott Turnbull

Coverage is only extended to U.S. events and activities
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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SAMS Ins QUOTE

I have contacted HUB Insurance Group (our Current Insurer) and provided the attached Application for a $1 Million SAMS policy.

See attached Application.

It can take up to 10 days to obtain the quote.

HISCOX PRO™ **Sexual Abuse and Misconduct Liability**
Mainform application

General information

1. Applicant name: CHERRY VALLEY HORSEMEN'S ASSOC.

2. Principle business address:
(attach separate sheet if more than one location).

Street: PO BOX 3092 County: RIVERSIDE

City: BEAUMONT State: CA

Zip: 92223

Phone: 909 615-4155

Website: N/A Email: DPATTON@SBCSD.ORG

3. Detailed description of services performed or nature of applicant's operations:

CHILDREN RIDE HORSES IN AN ARENA UNDER DIRECT SUPERVISION OF THIER PARENTS.

4. Does the applicant maintain any beds for overnight occupancy? Yes ☐ No ☒

If Yes, how many?

5. Total number of individual clients served annually: 30

6. Please breakdown clients served by age group (%):

0-18 85 % 19-65 15 % 65+ 0 %

7. Please state sources and amounts of total revenue:

	in last 13 months	for next 12 months
Charitable contributions	$ —	$ —
Government funding	$ —	$ —
Fees for service	$ 9,600	$ 9,600
Other (specify)	$ —	$ —
Total	$ 9,600	$ 9,600

Staff details and risk management

8. Current staff breakdown:

Staff type	Number employed	Number contracted	Number volunteer
Medical professional/licensed	0	0	0
Non-medical professional/licensed	0	0	0
Non-professional (describe):	0	0	5
What percentage of staff (including contractors and volunteers) are:		Female: 80 %	Male: 20 %

HISCOX PRO™ **Sexual Abuse and Misconduct Liability**
Mainform application

9. Please check all methods used to screen new employees or contractors:

Criminal background checks	☐	Verbal reference verification	☐
Written reference verification	☐	Personal interview	☐
Motor vehicles records review	☐	Abuse registry check	☐
Drug testing	☐		

Employment application including questions regarding past criminal investigation and sexual/abuse related offenses ☐

10. Are the screening methods checked off in Question 9 above also applied to volunteer staff? Yes ☐ No ☑

11. Are you responsible for the oversight of any staff that you do not employ, contract or have a volunteer agreement with? Yes ☐ No ☑

12. If you have any international or foreign staff please describe background screening methods: None ☑

13. Which of the following abuse risk prevention methods do you use? (mark Y/N)

Written sexual abuse and molestation prevention policy that is read and signed-off on by any new staff?	
Formal, in person training regarding sexual abuse and molestation prevention?	
Zero tolerance policy regarding abuse?	✓
More than one person responsible for the welfare of any single patient?	
Written policy addressing abuse prevention, including accepted code of conduct?	

14. Are one-on-one encounters permitted with clients? Yes ☐ No ☑

If Yes, please provide the percentage of time spent in one-one-one settings: %

15. For any overnight activities with clients, please describe steps taken to prevent contact between clients as well as contact between staff members and clients:

N/A

16. How do you handle allegations of sexual abuse or molestation:

ALLOW POLICE TO INVESTIGATE.

Coverage and claims history

17. a. Does your current insurance program include sexual misconduct coverage? Yes ☐ No ☐

b. List prior professional liability insurers for the past three years:

Insurer	Dates covered from-to (mm/dd/yy)	Limits of liability per claim/ aggregate	Deductible	Premium	Coverage type: occurrence or claims-made

c. If the current/expiring policy is on a claims-made form, what is the retroactive date?

(note that we will require proof of current coverage in order to match prior acts coverage).

18. Has any insurer declined, cancelled or non-renewed any professional liability or sexual abuse liability policy for any person(s) or entity(ies) proposed for this insurance? Yes ☐ No ☒

If 'Yes,' please provide details in the Additional comments section below.

19. Has (have) any sexual abuse or molestation judgment(s), settlement(s), payment(s), claim(s), suit(s) or demand(s) been made against any person or entity(ies) proposed for this insurance? Yes ☐ No ☒

If 'Yes,' please complete a supplemental claim form.

20. Is (are) any person(s) or entity(ies) proposed for this insurance aware of any facts, circumstances or situations which might afford grounds for any sexual abuse or molestation claim? Yes ☐ No ☒

If 'Yes,' please provide details in the Additional comments section below.

Additional comments

NONE OF OUR VOLUNTEERS HAVE DIRECT SUPERVISION OF MINORS, ALONE. ALL MINOR CHILDREN ARE DIRECTLY MONITORED BY THEIR PARENTS AT ALL TIMES.

HISCOX PRO™ **Sexual Abuse and Misconduct Liability**
Mainform application

It is understood and agreed that with respect to questions 18 and 19, that if such knowledge or information exists any claim or action arising there from is excluded from this proposed coverage.

Notice to New York applicants: any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material thereto, commits a fraudulent insurance act, which is a crime.

The applicant herby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability.

The applicant further acknowledges that he/she/it is aware that legal defense costs that are incurred shall be applied against the deductible amount.

I DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact and that I agree that this application shall be the basis of the contract with the Underwriters.

Name of applicant: DONALD PATTON

Signature of person authorized to execute on behalf of the applicant:

Name/title of person authorized to execute on behalf of the applicant: DONALD PATTON

Date: 2/25/25

This application form duly completed, together with any supplementary information, must be signed in ink or by an electronic signature by the person indicated. Signing of this form does not bind the applicant or the Underwriters to complete this insurance.

A copy of this application should be retained for your records.

Hiscox Inc
520 Madison Avenue
32nd floor
New York, NY 10022

T 646 452 2353
F 212 922 9652
www.hiscoxusa.com

RENEWAL QUOTE

I have contacted HUB Insurance Group (our Current Insurer) and THEY provided the attached Renewal Quote for our CURRENT policy.

However, this includes the ADDITION of a $1 million Umbrella Policy, which increases the Each Occurrence to $2 mill, and the Aggregate to $4 million.

See attached.

American Equine Insurance Group
Equine Commercial General Liability
Clubs and Associations



Date :	02/25/2025	**Application Number:**	ELP0210527-06
Retail Agent:	355 HUB INTERNATIONAL OF CA	**Phone:**	(951) 929-5845
		Email:	
Insured:	Cherry Valley Horsemen's Association PO Box 3092 Cherry Valley, CA 92223		

Proposed Policy Period: 03/05/2025 at 12:01am to 03/05/2026 12:01am Standard Time at Risk Location

Carrier: Argonaut Insurance Company

NAIC # 19801

PREMIUM FEES AND TAXES

Primary Liability Premium	$615.00
Taxes	$0.00
Purchasing Group Fee	$50.00
Total Primary	$665.00
Optional Excess Premium	$500.00
Total Primary and Excess	$1,165.00

ADDITIONAL INTERESTS

Beaumont Cherry Valley Park and Re Additional Insured

COVERAGES AND LIMITS

Limits of Insurance

General Aggregate	$3,000,000
Each Occurrence	$1,000,000
Products / Completed Operations	NOT COVERED
Personal and Advertising Injury	NOT COVERED
Damage to Premises Rented To You - Any One Fire	$50,000
Medical Expense Limit - Any One Person	$5,000

Optional Excess Limits of Insurance:

Excess General Aggregate	$1,000,000
Excess Each Occurrence	$1,000,000

Excess Coverage may not be bound without underlying primary

Clubs and Associations	COVERED

SCHEDULE OF LOCATIONS

The following Locations are accepted for this quote:

1 PO Box 3092, Cherry Valley, CA 92223
2 390 Oak Valley Parkway, Beaumont, CA 92223

SCHEDULE OF INDEPENDENT TRAINERS AND INSTRUCTORS

The following Independent Trainers are accepted for this quote:

NONE

The following Independent Instructors are accepted for this quote:

NONE

SCHEDULE OF EVENTS

The following dates are declared and accepted for this quote:

08/09/2025 to 08/09/2025 - Clubs and Associations
07/12/2025 to 07/12/2025 - Clubs and Associations
06/14/2025 to 06/14/2025 - Clubs and Associations
05/10/2025 to 05/10/2025 - Clubs and Associations
04/12/2025 to 04/12/2025 - Clubs and Associations
03/22/2025 to 03/22/2025 - Clubs and Associations
03/08/2025 to 03/08/2025 - Clubs and Associations
1 days not declared - Clubs and Associations

TERMS AND CONDITIONS

No binding of coverage is authorized or granted.

This quote is based on the application sent to AEIG for quotation. Any alterations of or amendments to the application may require requoting.

Coverage cannot be bound unless approved in writing by AEIG and binding is subject to any additional underwriting requirements of AEIG.

This quote automatically expires 30 days after the date transmitted.

In addition to the mandatory and discretionary exclusions included in the policy, the following exclusion(s) specific to this risk will be applied:

NONE

FORMS AND ENDORSEMENTS

Form Number	Edition Date	Description
ELP 101	05/01/2016	Equine Commercial General Liability Coverage Declarations
CG 00 01	04/01/2013	Commercial General Liability Coverage Form
SIGAIC 0416	04/01/2016	Signature Page
ELP 316	05/16/2016	Clubs and Associations Public Event Days Endorsement
ELP 312	05/16/2016	Additional Insured Endorsement
CG 20 02	11/01/1985	Additional Insured - Club Members
ELP 420	05/01/2016	Exclusion - Medical Payments to Members (Equine Clubs)
CG 21 38	11/01/1985	Exclusion - Personal and Advertising
CG 21 04	11/01/1985	Exclusion - Products - Completed Operations Hazard
ELP 502	05/01/2016	Exclusion - Trail Riding Activities
ELP 501	05/01/2016	Exclusion - Rough Stock Activities
CG 21 39	10/01/1993	Contractual Liability Limitation
ELP 508	05/01/2016	Exclusion - Non-Equestrian Activities
ELP 200	05/01/2016	Limits Endorsement
ELP 430	05/01/2016	Residents Endorsement
ELP 400	05/01/2016	Athletic Activities Endorsement

ELP 410	05/01/2016	Medical Payments - Excess Provisions Endorsement
CG 21 50	04/01/2013	Amendment of Liquor Liability Exclusion
CG 21 49	09/01/1999	Total Pollution Exclusion Endorsement
CG 21 47	12/01/2007	Employment - Related Practices Exclusion
IL 00 17	11/01/1998	Common Policy Conditions
ELP 700	05/01/2016	Common Policy Exclusion
ELP 701	05/01/2016	California Common Policy Provisions
CYBERNOTIC	02/01/2020	Exclusion - Access or Disclosure of confidential or personal information & Cyber injury
ELP 809	05/01/2023	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
ELP 801	05/01/2023	Exclusion of Certified Acts of Terrorism and other Acts of Terrorism
CG 21 09	06/01/2015	Exclusion - Unmanned Aircraft
ELP 442	02/01/2020	Exclusion - Access or Disclosure of confidential or personal Information & Cyber injury
U1396	02/01/2023	Exclusion - Hired Auto(s) Liability
U1407	07/01/2023	Economic and Trade Sanctions Endorsement

We appreciate your business. No binding authority is conveyed to any Agent. Quote is good for 30 days.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured 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 "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) 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

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) 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

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **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 Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "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.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "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 goods, 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".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

        (2) The providing of or failure to provide warnings or instructions.

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BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. 3.3

To: Board of Directors

From: Sarah Salzman, Activities Manager
Via: Mickey Valdivia, General Manager

Date: February 26th, 2025

Subject: Proposal to Reduce Large-Scale Events to Two: Boots, Brews & BBQ and Oktoberfest

Background and Analysis:

This report proposes reducing the number of large-scale events to two annual celebrations: Boots, Brews & BBQ and Oktoberfest. This change will involve modifying both Fiesta de Mayo and Winterfest to a one-day event instead of two and relocating Winterfest back to the Grange. These adjustments aim to preserve the small-town charm of our community, streamline event planning, and lower the overall event budget during our leanest time of year. Please see the 2024 budget below which shows the profit/loss for our main events.

	2024- Budgeted	2024- Actual	2024- money made @ event	Profit/Loss	Approx. Proposal for 2025
Spring Fling	$6,000	$4,708.43	$4,255.65	$452.78	$5,000
Fishing Derby	$15,000	$8,769.26	$2,060	$6,709.26	$9,000
Fiesta De Mayo	$30,000	$31,355.20	$11,492.60	$19,862.69	$15,000
Boots, Brew, BBQ Bash!	$30,000	$34,007.11	$30,027.50	$3,979.61	$50,000
Oktoberfest	$75,000	$93,400.90	N/A	N/A	$70,000
Pumpkinfest/ Movie Night	$4,000	$3,997.89	$4,347.00	$349.11	$4,000
Winterfest	$25,000	$14,177.04	$7,622.00	$6,555.04	$10,000

Fiesta de Mayo:

Attendance: Historically low attendance.

Parking: Last year, we made $1,025 on parking fees ($5 per car) which means only 205 cars were on property throughout both days of the event.

Beer: Sold tickets for Booze Crew, and got 10% of Craft Lounge Sales.

Boots, Brews and BBQ:

Attendance: Overwhelming turnout from the community

Parking: Last year, we made $6,000 in parking fees ($5 per car) which means we had 1,200 cars on property throughout both days of the event.

Beer: We sold beer at the BCVRPD booth which made $10,054.50 and received a check for $4,488.00 from the Craft Lounge. We had an agreement with the Craft Lounge that we would receive 15% of their total profit made. After doing the math, the Craft Lounge made $29,920 in total as the beer provider in the primary location at the event.

Budget Analysis: Why is the budget the same for an event that brings in 205 cars versus 1,200 cars?

Oktoberfest: Since the event never happened, it is hard to know how the attendance would have been. However, please look at the event budget that goes through each line item for the event. The budget at the top (that is in our overall district budget) is $75,000 for the event. However, the projected comes out about $25,000 over budget, for a total of $97,314.00 as a projected cost for the event. If it is really going to cost us almost $100K to put on this event, we need to adjust all event budgets to reflect this increase.

*Variable Factors play a huge role in this event!

Winterfest:

Diminishing Attendance
Leanest time of year
Snow Hill Sponsorship
Grange Small Town Charm

Other variable factors:

1. City Fees
    a. Required Policing: see attached quote from Oktoberfest 2024
    b. Number of Security Guards (daytime): attached quote
2. Health Department Fees- see attached form from the Department of Environmental Health
    a. Occasional Event Permit is for events that run 3 days or less
    b. Temporary Event Permit is for events that run 4-25 days.
3. BCVRPD Staff
    a. See attached staffing chart

Fiscal Impact: There is no immediate fiscal impact since funds are not increasing or decreasing, rather being directed towards events that have the highest profit probability and community attendance.

Recommendations: Staff recommends that the Board review, comments and approve the decrease from 3 major events to 2 and the location change of Winterfest back to the Grange Hall.

Respectfully submitted,
Sarah Salzman
Activities Manager

Fiesta de Mayo 2024 Budget - $30,000

#	Expenses	Projected	Actual	Revenue	Projected	Actual
1	**Advertisement**			**Beer Sales**		
2	Beaumont Print	$ 700.00	$ (404.06)	Foundation	$ 8,000.00	$ 3,395.00
3	Sign Permit	$ 53.00	$ (61.97)	Craft Lounge	$ 525.00	$ 1,092.60
4	Corn Hole Lead	$ 250.00		**Sponsors**		
5	**Entertainment**					
6	Bands	$ 6,000.00	$ (14,000.00)	**Vendor Fees**		
7	Dancing/Mariachi	$ 2,000.00	$ (2,900.00)	Craft	$ 2,400.00	$ 1,575.00
8	**Structure**			Food	$ 3,750.00	$ 3,330.00
9	Tent	$ 1,000.00	$ (2,440.00)	**Other**		
10	Bathrooms	$ 2,300.00	$ (1,326.60)	50/50	$ 200.00	$ 1,065.00
11	Security	$ 5,000.00	$ (2,560.00)	Dog Contest	$ 30.00	$ 10.00
12	Light Towers	$ 2,000.00	$ (1,291.33)	**Parking**		
13	**Permits**	FDM		Car Entrance	$ 3,500.00	$ 1,025.00
14	ABC License	$ 250.00	$ (150.00)			
15	Fire Permit/COB	$ 330.00	$ (888.00)			
16	RivCo Health	$ 350.00	$ (453.00)			
17	**Alcohol**					
18	Product List	$ 1,000.00				
19	Drink Tickets	$ 200.00	$ (160.66)			
20	**Labor**					
21	Booze Crew	$ 6,058.00	$ (3,030.00)			
22	**Extras**					
23	Supplies	$ 800.00	$ (1,289.67)			
24	Loteria	$ 400.00	$ (400.00)			
25	**Raffles**					
26	50/50 Tickets	$ 500.00	$ (212.81)			
	Subtotal	$ 29,191.00	$ (31,355.29)	Subtotal	$ 18,405.00	$ 11,492.60

P/L Total = ($19,862.69)

Boots Brews & BBQ Bash 2024 Budget - $30,000

#	Expenses	Projected	Actual	Revenue	Projected	Actual
1	**Advertisement**			**Beer Sales**		
2	Beaumont Print	$ 700.00	$ 727.31	Foundation	$ 8,000.00	$ 10,054.50
3	Sign Permit	$ 61.97	$ 61.97	Craft Lounge	$ 525.00	$ 4,488.00
4	**Entertainment**			**Sponsors**		
5	Bands	$ 7,000.00	$ 13,850.00	Masonry	$ 500.00	$ 500.00
6	**Structure**			**Vendor Fees**		
7	Party Plus	$ 3,000.00	$ 2,717.70	Craft	$ 2,400.00	$ 3,050.00
8	Bathrooms	$ 2,000.00	$ 1,797.60	Food	$ 2,550.00	$ 1,275.00
9	Security	$ 5,000.00	$ 4,149.34	Snack		$ 1,125.00
10	Light Towers	$ 2,000.00	$ 999.13	**Comp Vendors**	$ 1,000.00	$ 1,000.00
11	**Permits**					
12	ABC License	$ 150.00	$ 101.00	**Parking**		
13	Fire Permit/COB	$ 888.00	$ 619.72	Car Entrance	$ 3,500.00	$ 6,000.00
14	RivCo Health	$ 500.00	$ 1,920.00			
15	**Beer**			**Tasting Cards**		
16	Heimark	$ 6,745.50	$ 3,905.50	Pit Crew	$ 750.00	$ 750.00
17	**Extras**			Grill Master	$ 900.00	$ 900.00
18	Supplies	$ 1,000.00	$ 47.29	BBQ King	$ 600.00	$ 600.00
19	Decor	$ 1,000.00	$ 896.15			
20	Sullivan Party Rentals		$ 902.00	**Shirts**		$ 285.00
21	Shirts		$ 1,312.40			
	Subtotal	$ 30,045.47	$ 34,007.11	Subtotal	$ 20,725.00	$ 30,027.50

P/L Total= ($3,979.61)

Oktoberfest 2024 Budget - $75,000						
#	Expenses	Projected	Actual	Revenue	Projected	Actual
1	**Advertisement**			**Beer Sales**		
2	Beaumont Print	$ 800.00	$ -	Foundation	$ 50,000.00	
3	Sign Permit	$ 65.00	$ -	Craft Lounge		
4			$ -	**Sponsors**		
5	**Entertainment**			T Shirt Sponsorship	$ 20,000.00	$ 1,000.00
6				**Vendor Fees**		
7	Enrique Corona	$ 12,000.00	$ 12,650.00	Craft	$ 3,200.00	
8	Bands	$ 2,500.00	$ 10,075.00	Food	$ 4,200.00	
9	Die Gemutlichen	$ 1,000.00	$ 700.00	**Souvenirs**		
10	**Structure**			Mugs/Steins	$ 7,000.00	
11	Tent/Dance Floor	$ 9,000.00	$ 4,934.11	Shirts	$ 1,050.00	
12	Fencing	$ 3,000.00	$ -	**Parking**		
13	Bathrooms	$ 9,000.00	$ 7,524.80	Car Entrance	$ 8,500.00	
14	Overnight Security- ArchAng	$ 8,500.00	$ 1,085.00	**Contracts**		
	Day Time Secuirty- Dtour		$ 6,036.71			
	City of Beaumont Police		$ 7,054.79			
15	Hay	$ 1,200.00	$ 1,327.69	M&M Party Rentals	$350	
16	Light Towers	$ 1,500.00	$ 2,395.75			
17	Generators	$ 2,000.00	$ -			
18	**Permits**					
19	ABC License	$ 250.00	$ 150.00			
20	Fire Permit	$ 330.00	$ 603.87			
21	RivCo Health	$ 350.00	$ 624.46			
22	**Beer**					
23	Heimark	$ 21,670.00	$ 23,670.00			
24	Tickets	$ 350.00				
25	**Okt Items**					
26	Mugs	$ 6,000.00	$ 1,477.13			
27	Costumes	$ 250.00	$ -			
28	Event Prizes/Awards	$ 1,500.00	$ 300.00			
	Dog Contst Prizes		$70			
29	Amazon	$ 300.00	$ 313.52			
	Hay					
30	Misc.	$ 3,000.00	$ -			
31	Pins	$ 650.00	$ 303.00			
32	Emp Steins	$ 1,250.00	$ -			
	T-shirts	$ 800.00	$ 756.07			
33	**Labor**					
34	Booze Crew	$ 10,049.00	$ 11,349.00			
35	Subtotal	$ 97,314.00	$ 93,400.90	Subtotal	$ 94,300.00	$ 1,000.00

P/L Toal	$	(92,400.90)

Winterfest 2024 Budget (Working)- $25,000

#	Expenses	Projected	Actual	Revenue	Projected	Actual
1	**Advertisement**			**Beer Sales**		
2	Beaumont Print	$ 700.00	$ 237.05	Foundation	$ 2,000.00	$ -
3	Sign Permit	$ 53.00	$ -	Craft Lounge	$ 100.00	$ -
4	Lamar	$ 1,850.00	$ -	**Sponsors**		
5	**Entertainment**			SH Sposnors	$ 4,000.00	$ -
6	Performances	$ 2,000.00	$ 1,400.00	Stage Sponsors	$ 3,000.00	$ -
7	**Structure**					
8	Tent	$ 1,000.00	$ -	**Vendor Fees**		
9	Bathrooms	$ 2,300.00	$ 871.00	Craft	$ 4,000.00	$ 2,682.00
10	Security	$ 5,000.00	$217	Food	$ 3,000.00	$ 2,400.00
11	Light Towers	$ 900.00	$ 740.00	**Snow Hill**		
12	Decorations	$ 5,000.00	$ -	SH Entry	$ 2,000.00	$ 2,540.00
13	**Permits**					
14	ABC License	$ 250.00	$ -	**Parking**		
15	Fire Permit	$ 330.00	$ -	Car Entrance		$ -
16	RivCo Health	$ 350.00	$ -			
17	**Beer/Alc**					
18	Hard Alc		$ -			
19						
20	**Labor**					
21	Booze Crew	$ 4,000.00	$ -			
22	Hay		$ 1,100.00			
23	Snow Hill		$ 8,848.48			
24	Crafts		$ 713.51			
25	Friday Santa		$ 50.00			
	Subtotal	$ 23,733.00	$ 14,177.04	Subtotal	$ 18,100.00	$ 7,622.00

P/L Total $ (6,555.04)

Beaumont Police Department

REIMBURSABLE LETTER OF AGREEMENT

BPD RLA FORM (Rev. 11-2018)

THIS AGREEMENT, made and entered into this 14 day of October, 2024, by and between the City of Beaumont, acting by and through the Beaumont Police Department, hereinafter called Beaumont PD, and Beaumont Cherry Valley Recreation and Park District, hereinafter called BCVRPD

WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE Beaumont PD AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.

1. Reimbursable services are to be provided when ☐ traffic control ☑ security services other details for BCVRPD 2024 Oktoberfest are required, the Beaumont PD agrees to provide uniformed personnel, motorcycles, and/or patrol vehicles to assist with the BCVRPD

2. The term of this Agreement will be November 1, 2024 to November 3, 2024

3. The Beaumont PD coordinator shall be Sgt. Nathan Lunt, telephone number 951-572-3397

4. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.

5. BCVRPD agrees to make reasonable efforts to notify those Beaumont PD uniformed employees of the cancellation.

6. The hours indicated in this Agreement are for estimate purposes only. Actual time will be charged.

7. The rates indicated in this Agreement are for estimate purposes only.

8. In consideration for the above services and upon receipt of an itemized invoice, BCVRPD agrees to reimburse Beaumont PD for the overtime costs incurred at the time services are provided, not the fully-burdened rate. The rates charged to BCVRPD shall in no event exceed the actual costs to the Beaumont PD to perform the requested services.

   a. The proposed reimbursements are designed to fully reimburse the employing city's costs associated with the use of off-duty personnel and equipment without paying the additional administrative costs rolled into the fully-burdened rate.

9. A administrative fee of 2% will be added to reimburse the employing agency for staff time in processing invoices and overtime payments

10. The following equipment, if used as part of the event, will be reimbursed at the listed daily rate.

		Days	QTY	Total
Marked patrol unit:	$ 50.00 /day	____	____	$ 0.00
Plain vehicle:	$ 30.00 /day	____	____	$ 0.00
Motorcycle:	$ 15.00 /day	____	____	$ 0.00
Bicycle:	$ 5.00 /day	____	____	$ 0.00
Handheld Police radio:	$ 6.00 /day	____	____	$ 0.00
Sergeant:	$ 123.33 Avg/hr		14 hrs	$ 1,726.62
Officer:	$ 89.48 Avg/hr		58 hrs	$ 5,189.84
Subtotal:	$ 6,916.46		Administratvie fee 2%	$ 138.33
Total estimated cost:				$ 7,054.79

Dtour Productions Inc
support@dtourprod.com | (951) 226-0019

Invoice #42021101

Issue date
Oct 8, 2024

Security for Oktoberfest in Beaumont, CA | 11/01-03/2024

It is our pleasure to service you for this ongoing service!

Dtour Productions, Inc. must be notified of any event changes (date, location, guest count, and service expectation) prior to the date of the event - additional charges may apply.

Dtour Productions Event Staff will complete duties as agreed upon within the allotted service time and shared expectations. Time or service requested beyond the time and work indicated on invoice must be paid for accordingly.

Cancellation Policy
Deposit: We have waived the non-refundable deposit due to book our service(s) for the day of your event. If your service is cancelled within 10 days of the weekly Sunday duties, service may be withheld the following week.

Balance: We expect payment for services rendered within 10 days of service. We have altered our policy to receive the balance prior to service being rendered.

Update to our payment policy:
Starting Saturday, September 21, 2024, a late fee of $65 will be applied to any payments that exceed 14 days past the due date. Additionally, if payments remain outstanding for more than 45 days, the late fee will be applied to qualifying past due invoices.

Payment methods:
- Zelle payment to admin@dtourprod.com -Dtour Productions, Inc.
- Payment made by credit or debit card will include a card processing charge

Payment to this invoice and receipt of said payment indicates an agreement to the terms and conditions listed above.

Please note that the instructions and expectations of your service coordinator or admin may take precedence over the contracted requests.

Customer	Invoice Details	Deposit	Balance
Sarah Salzman Beaumont-Cherry Valley Recreation and Park sarah@bcvparks.com (909) 435-5139	PDF created February 25, 2025 $6,036.71 Service date November 1, 2024	Due Oct 16, 2024 $3,018.36	Due November 2, 2024 $3,018.35

Items	Quantity	Price	Amount
Zelle - Remove Square Processing fee	1	$0.00	$0.00

View online

To view your invoice go to https://squareup.com/u/ybTPJylK
Or open the camera on your mobile device and place the QR code in the camera's view.

Dtour Productions Inc
support@dtourprod.com | (951) 226-0019

Invoice #42021101

Issue date
Oct 8, 2024

To avoid a processing fee, you may submit payment via Zelle to Dtour Productions, Inc. at "support@dtourprod.com". You will be notified with receipt of each payment and utilize this invoice as a service contract.

Security Detail Our security detail serve for bar experiences, high-energy celebrations, private property, etc. Holiday rate may be applied towards event dates approximately seven days before and after major holidays and observances. Event Security *Honor price match effective 3/15/24* *Hourly rate: $30.50* *Oktoberfest* *Beaumont-Cherry Valley Recreation and Park District* *Friday November 1st: 4:00 - 11:00 PM (7 hrs) as of 10/23/24* *7 guards for the entire event. Duties will consist of manning gates to ensure that the public is not leaving the event with alcohol, making sure that there are no altercations within the event, and possibly check IDs.*	49.000 hr	$42.00/hr	$2,058.00
Security Detail Our security detail serve for bar experiences, high-energy celebrations, private property, etc. Holiday rate may be applied towards event dates approximately seven days before and after major holidays and observances. Event Security *Honor price match effective 3/15/24* *Hourly rate: $30.50* *Oktoberfest* *Beaumont-Cherry Valley Recreation and Park District* *Saturday November 2nd: 11:00 AM - 11:00 PM (12 hrs) as of 10/23/24* *7 guards for the entire event. Duties will consist of manning gates to ensure that the public is not leaving the event with alcohol, making sure that there are no altercations within the event, and possibly check IDs.*	84.000 hr	$42.00/hr	$3,528.00

View online

To view your invoice go to https://squareup.com/u/ybTPJylK

Or open the camera on your mobile device and place the QR code in the camera's view.

Dtour Productions Inc
support@dtourprod.com | (951) 226-0019

Invoice #42021101

Issue date
Oct 8, 2024

Security Detail Our security detail serve for bar experiences, high-energy celebrations, private property, etc. Holiday rate may be applied towards event dates approximately seven days before and after major holidays and observances. Event Security *Honor price match effective 3/15/24* *Hourly rate: $30.50* *Oktoberfest* *Beaumont-Cherry Valley Recreation and Park District* *Sunday November 3rd: 11:00 AM - 6:00 PM (7 hrs) as of 10/23/24* *7 guards for the entire event. Duties will consist of manning gates to ensure that the public is not leaving the event with alcohol, making sure that there are no altercations within the event, and possibly check IDs.*	49.000 hr	$42.00/hr	$2,058.00

Price Match - Community Wide SPCL	-$2,093.00
Subtotal	$5,551.00
California State Tax	$485.71

Total Due $6,036.71

Deposit Overdue • Due on Oct 16, 2024	$3,018.36
Balance Overdue • Due on Nov 2, 2024	$3,018.35

View online

To view your invoice go to https://squareup.com/u/ybTPJylK

Or open the camera on your mobile device and place the QR code in the camera's view.

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

Department of Environmental Health
P.O. Box 7909
Riverside, CA 92513-7909

District # _____

Non-Profit # _____

OCR# _____

Tier 1/Tier 2 _____

APPLICATION TO OPERATE A TEMPORARY FOOD FACILITY

Riverside County Code 4.52 and the California Health and Safety Code

THIS APPLICATION IS FOR: ☐ TEMPORARY EVENT (4-25 DAYS IN A 90 DAY PERIOD)
☐ OCCASIONAL EVENT (3 DAYS OR LESS IN A 90 DAY PERIOD)

NAME OF OWNER: _____

FACILITY NAME: _____

BILLING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

BUSINESS TELEPHONE: _____ HOME TELEPHONE: _____

EMAIL ADDRESS: _____

NAME AND LOCATION OF EVENT: _____

DATE(S) OF EVENT: _____ NUMBER OF DAYS: _____ NUMBER OF PARTICIPANTS EXPECTED: _____
DATE SITE PLAN SUBMITTED: _____ SITE PLAN APPROVED BY: _____

***SUBMIT THIS APPLICATION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.**

COMMUNITY EVENTS:	TEMPORARY EVENTS	OCCASIONAL EVENTS
☐ OPERATIONAL PERMIT (PER BOOTH)	$223.00	$108.00
☐ 100% PREPACKAGED BOOTH	$121.00	$68.00

COMMUNITY EVENT DISCOUNTED PERMIT FEES:

☐ 1-5 VENDORS	$719.00	$219.00
☐ 6-10 VENDORS	$1,347.00	$352.00
☐ 11-15 VENDORS	$1,977.00	$480.00
☐ 16-20 VENDORS	$2,605.00	$610.00
☐ 21-25 VENDORS	$3,233.00	$740.00
☐ 26-30 VENDORS	$3,863.00	$871.00
☐ 31-35 VENDORS	$4,490.00	$1,001.00
☐ 36-40 VENDORS	$5,120.00	$1,131.00
☐ 41-45 VENDORS	$5,749.00	$1,261.00
☐ 46-50 VENDORS	$6,377.00	$1,390.00
☐ 51-55 VENDORS	$7,006.00	$1,521.00
☐ 56-60 VENDORS	$7,634.00	$1,651.00
☐ 61-65 VENDORS	$8,263.00	$1,782.00
☐ 66-70 VENDORS	$8,893.00	$1,911.00
☐ 71-75 VENDORS	$9,520.00	$2,041.00
☐ 76-80 VENDORS	$10,147.00	$2,171.00
☐ 81-85 VENDORS	$10,777.00	$2,302.00
☐ 86-90 VENDORS	$11,406.00	$2,432.00
☐ 91-95 VENDORS	$12,035.00	$2,561.00
☐ 96+ VENDORS	$12,633.00	$2,691.00

*EVENT ORGANIZER FEE

Event organizers will be required to submit a **"Temporary Food Facility Community Event Coordinator's Application"** form and all applicable fees at least two (2) weeks prior to the event. If the event organizer does not wish to purchase one of the discounted blanket permits listed above, a separate fee will be required. See current fee schedule for a complete list of organizer fee amounts as they vary depending upon the number of vendors operating at the event.

Please submit payment **WITH YOUR APPLICATION**. Permit fees may be paid with cash, or select major credit card (contact area office for details) or money order payable to **Riverside County Department of Environmental Health**.

I HEREBY APPLY FOR A RECEIPT/PERMIT, WITH APPROPRIATE FEES ATTACHED, TO OPERATE AT THE ABOVE COMMUNITY EVENT.

DATE: _____ OWNER/OPERATOR: _____ _____
SIGNATURE DRIVERS LICENSE#/ EXP. DATE

Employee Event Earnings

	Employee				Fiesta De Mayo		Boots Brews & BBQ		Oktoberfest		
					5/3/2024	5/4/2024	8/23/2024	8/24/2024	11/1/2024	11/2/2024	11/3/2024
	ID	Last	First	Pay Rate							
1	900587	Booher	Ashten		$ -	$ -	$ 142.00	$ 106.50	$ -	$ -	$ -
2	900599	Chatigny	Deidre		$ -	$ 293.28	$ 366.60	$ 366.60	$ 391.04	$ 391.04	$ 391.04
3	900582	D'Allessandro	Marissa		$ -	$ -	$ 128.83	$ 168.47	$ 118.92	$ 158.56	$ -
4	900589	Flores	Scarlett		$ 113.46	$ 141.83	$ 141.83	$ 160.74	$ 132.37	$ 170.19	$ 122.92
5	900480	Fuimaono	Alyssa		$ 256.88	$ 256.88	$ 256.88	$ 256.88	$ 274.00	$ 274.00	$ 274.00
6	900606	Garcia	Matthew		$ 108.49	$ 141.87	$ 133.52	$ 125.18	$ -	$ 166.90	$ 158.56
7	900574	Gemmell	Kaylee		$ 207.90	$ 207.90	$ 207.90	$ 207.90	$ 221.76	$ 221.76	$ 166.32
8	900596	Gilmour	Austin		$ 192.57	$ 192.57	$ 162.16	$ 172.30	$ 111.49	$ 202.70	$ 192.57
9	900607	Gloria	Jose		$ -	$ -	$ -	$ -	$ 214.74	$ 238.60	$ 226.67
10	900602	Goodman June	Sally		$ 225.27	$ -	$ -	$ -	$ -	$ -	$ -
11	900473	Hughes	Nicholas		$ -	$ -	$ -	$ -	$ 256.24	$ 64.06	$ 256.24
12	900601	Lara	Thomas		$ -	$ -	$ -	$ -	$ -	$ -	$ -
13	900526	Law	Nancy		$ 391.73	$ 313.38	$ 313.38	$ 313.38	$ 417.84	$ 313.38	$ 417.84
14	900553	Law	Patirica (Chirs)		$ -	$ -	$ -	$ -	$ -	$ -	$ -
15	900552	McCafferty	Taylor		$ 247.76		$ 208.64	$ 208.64	$ 260.80	$ 247.76	$ 260.80
16	900435	Morris	Aaron		$ 280.84	$ 200.60	$ 200.60	$ 160.48	$ 240.72	$ 240.72	$ 240.72
17	900585	Morris	Breana		$ -	$ -	$ -	$ -	$ -	$ 141.85	$ 170.22
18	900605	Salzman	Sarah		$ 314.67	$ 314.67	$ 444.24	$ 370.20	$ 296.16	$ 296.16	$ 296.16
19	900598	Sanchez	Michael		$ 226.67	$ -	$ -	$ -	$ 214.74	$ -	$ -
20	900609	Streeter	Travis		$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	900583	Stull	Trevor		$ 256.03	$ 256.03	$ 215.60	$ 215.60	$ 242.55	$ 256.03	$ 269.50
22	900597	Valdivia	Ava		$ 130.05	$ 130.05	$ -	$ -	$ 130.05	$ 147.39	$ 138.72
23	900212	Valdivia	Michael		$ -	$ -	$ -	$ -	$ -	$ -	$ -
24	900522	Valdivia	Noah		$ 260.00	$ 300.00	$ 320.00	$ 320.00	$ 320.00	$ 320.00	$ 320.00
25	900557	Valdivia	Preston		$ 187.63	$ 158.00	$ 158.00	$ 167.88	$ 177.75	$ 197.50	$ 187.63
26	900591	Whittle	Averie		$ -	$ -	$ 126.83	$ -	$ 118.37	$ 118.37	$ 118.37
27	900608	Wilson	Zachary		$ -	$ -	$ 200.24	$ 200.24	$ 250.30	$ 250.30	$ 237.79
				Totals	$ 3,399.92	$ 2,907.04	$ 3,727.24	$ 3,520.97	$ 4,389.84	$4,417.27	$ 4,446.05

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.4**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator
Via: Mickey Valdivia, General Manager

Date: February 26, 2025

Subject: Approval to Sponsor the Beaumont-Cherry Valley Rotary Casino Night

Background and Analysis:
The Beaumont-Cherry Valley Recreation & Park District (BCVRPD) has been invited to sponsor the Beaumont-Cherry Valley Rotary St. Patrick's Day Casino Night. As part of our ongoing community engagement and support for local businesses and organizations, this sponsorships provides an excellent opportunity to raise the District's profile, build relationships with community leaders, and demonstrate our commitment to the local economy.

Sponsorship Options:
The proposed sponsorship options are as follows:

- **Leprechaun/Event Sponsorship**: $5,000 – Includes tickets for 6.
- **Pot of Gold Sponsorship**: $2,500 – Includes tickets for 5.
- **Kiss the Blarney Stone Sponsorship**: $1,500 – Includes tickets for 4.
- **4 Leaf Clover Sponsorship**: $500 – Includes tickets for 2.
- **Irish Eyes are Smiling Sponsorship**: $250 – Includes tickets for 2.

Fiscal Impact:
The fiscal impact is dependent on the level of sponsorship (if any) that the Board of Directors votes to select.

Recommendations:
Staff recommends that the Board review and discuss the sponsorship levels and direct Staff to make the necessary arrangements.

Respectfully Submitted,

Deidre Chatigny
Human Resources Administrator

BEAUMONT - CHERRY VALLEY Rotary PRESENTS

St. Patrick's Day CASINO NIGHT





Monday, March 17
5pm to 9pm

Morongo Golf Club at Tukwet Canyon
36211 Champions Drive,
Beaumont, CA 92223

$60

Includes play money, delicious appetizers and non-alcoholic beverages

Cash bar available

(Cash or credit card (with nominal fee)

Basket Raffles

DON'T FORGET TO WEAR GREEN!



Proceeds go toward youth scholarships and other community events.

For tickets, call/text Yami Goldberg @ 909 841-3753 or any Beaumont - Cherry Valley Rotarian. You can also contact the Chamber of Commerce, located at 726 Beaumont Ave. (Mon. through Thursday)

2025 St Patrick's Day Casino Night Sponsorship Levels

Morongo Golf Club at Tukwet Canyon
36211 Champions Drive, Beaumont CA
Monday, March 17– 5PM to 9PM



☐ Leprechaun/Event Sponsor: $5000 (6 complimentary tickets)

☐ Pot of Gold: $2500 (5 complementary tickets)

☐ Kiss the Blarney Stone: $1500 (4 complementary tickets)

☐ 4 Leaf Clover - $500 (2 complementary tickets)

☐ Irish Eyes are Smiling: $250 (2 complementary tickets)

You will receive the following benefits: Acknowledgment at the event and table placards with Company name. We are also accepting donated items (i.e. gift baskets, gift cards, merchandise, etc.) Ticket prices are $60 per person (includes play money & delicious appetizers).

SPONSORSHIP LEVEL OR NUMBER OF TICKETS

SPONSORING COMPANY/PERSON NAME _____

ADDRESS _____

CONTACT NAME _____ CONTACT NUMBER _____

SPONSORSHIP LEVEL _____AMOUNT ENCLOSED $_____

NUMBER OF TICKETS_____AMOUNT ENCLOSED $_____

(Please make check payable to: Rotary Club of Beaumont Foundation)'

NAME ON CREDIT CARD _____

CREDIT CARD TYPE_____EXP DATE_____CARD # _____3 DIGIT_____ ZIP CODE_____

I CAN DONATE _____BASKETS AND/OR _____GIFT CARDS

Please return sponsorship form and payment to: Rotary Club of Beaumont Foundation.
PO Box 3006, Beaumont CA 92223 - *501 C3 EIN 33-0779776*