



**SONOMA COUNTY HARVEST FAIR
 INSURANCE REQUIREMENTS**

With respect to LICENSEE’S rights and obligations under this Agreement, LICENSEE shall maintain and shall require all of its subcontractors and other agents to maintain insurance as described below:

Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Fair & Exposition Inc."

General Liability Insurance. Commercial business liability insurance covering bodily injury and property damage using an occurrence policy form in an amount no less than \$1,000,000 limit for each occurrence and \$2,000,000 each for the premises/operations aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

(a) "The Sonoma County Fair & Exposition Inc. and the County of Sonoma, their officers and employees, are named as additional insured for all liability arising out of the ongoing and completed operations by or on behalf of the named insured in the performance of the Agreement between the Sonoma County Fair & Exposition Inc. and LICENSEE."

(b) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

(c) "The insurance provided herein is primary and non-contributory coverage to the Sonoma County Fair & Exposition Inc., and the County of Sonoma with respect to any insurance or self-insurance programs maintained by the Fair or the County of Sonoma"

(d) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Fair & Exposition Inc."

(e) With respect to the Agreement between the Sonoma County Fair & Exposition Inc. and Licensee there is a separate premises/operations aggregate.

Workers’ Compensation Insurance. Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Fair & Exposition, Inc."

Documentation. The following documentation shall be submitted to FAIR:

(a) Properly executed Certificates of Insurance clearly evidencing all coverage and limits required above. Said Certificates shall be submitted at least thirty (30) days prior to the commencement of the Event. LICENSEE agrees to maintain current Certificates of Insurance evidencing the above-required coverage and limits on file with FAIR for the duration of this Agreement.

(b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted at least thirty (30) days prior to the commencement of the Event. LICENSEE agrees to maintain current endorsements evidencing the above-specified requirements on file with FAIR for the duration of this Agreement.

(c) Upon FAIR'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of FAIR'S request.

Material Breach. If LICENSEE, for any reason, fails to timely submit all of the insurance documentation (e.g., insurance certificates and all policy endorsements) which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement and FAIR, in its sole option, may immediately terminate this Agreement or require LICENSEE to pay FAIR a processing fee of [\$500] to process the late submission of insurance documentation. If LICENSEE, for any reason, fails to maintain the insurance coverage required hereunder, the same shall be deemed a material breach of this Agreement. FAIR, in its sole option, may immediately terminate this Agreement and obtain damages from LICENSEE resulting from said breach. These remedies shall be in addition to any other remedies available to FAIR.

Policy Obligations. LICENSEE'S indemnity and other obligation shall not be limited by the foregoing insurance requirements.