

**California Fair Services Authority
Board of Directors**

**General Liability Program Operating Memorandum #19-02
EFFECTIVE JANUARY 3, 2020**

Issued pursuant to the "Memorandum of Coverage and Certificate of Coverage for the California Fair Services Authority General Liability Risk Sharing Program," adopted July 30, 2019 (hereinafter "MOC" and "COC").

Section 1. Contract Insurance Requirements

All fairs participating in the CFSA General Liability Program described by the MOC and COC must insure that the following updated **Insurance Requirements** are made a part of all contracts and rental agreements for the use of fair facilities.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence

basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and

Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

Section 2. Minimum Liability Limits for Fair Contractors and Facility Users:

All fairs participating in the CFSA general liability program described by the MOC must insure that fair contractors and other users of fair facilities maintain the following minimum per occurrence limits of commercial general liability coverage for the following activities:

A. Hazardous Activities and Events

\$5,000,000

- X **Fairtime Carnival Rides**
- X **Motorized Events:** Automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock.
 - **Freefall Attractions:** Elevated jumps involving airbags.

\$3,000,000

- X **Motorized Events:** motorcycle racing, flat track motorcycle racing, arenacross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races.
- X **Rodeo Events:** All Types **with a paid gate** and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting

\$2,000,000

- X **Rodeo Events:** All Types **without a paid gate** and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting
- X **Interim Carnival Rides**
- X **Fairtime Kiddie Carnival Rides:** Up to 6 kiddie rides (includes book-in rides)
- X **Concerts:** Over 5,000 attendees
- X **Cannabis Festivals/Trade Shows**

- X **Mechanical Bulls**
- X **Extreme Attractions:** All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate
 - **Motorized Events:** Car jumping contests/demonstrations of hydraulic modifications to automobiles.
- X **Rave Type Events:** Any dance or concert which extends beyond midnight
- X **Simulators**

\$1,000,000

- X **Animals:** All Types of Events, including but not limited to circuses, pony and other animal rides, petting zoos, pig (or other animal) races, dog training/obedience classes, horse-drawn refuse collection, wild/exotic animal exhibits and horse-pulled hay rides
- X **Athletic Events, Competitive:** All Types
- X **Building & Grounds Maintenance:** Janitorial service, cleaning service, window cleaning, carpet cleaning, landscaping, tree trimming/removal
- X **Chainsaw/Wood Carving/Lumberjack Competitions**
 - **Construction and Improvements on Buildings:** Major repair, major alterations, new construction of buildings, excavation, drilling, and demolition, modular buildings, portable structures
- X **Drones/Remote control flying objects**
- X **Elevator Maintenance**
- X **Entertainment:** Trapeze, spin wheel or acrobat acts, tight rope, boxing matches, wrestling, strolling acts, stilt walkers, clowns and hypnotists
- X **Equestrian Events:** All Types of Events, including but not limited to horse show, jousting, cutting and reining horses (training and lessons), gymkhana, team penning, team roping, barrel racing, dressage and show jumping

\$1,000,000 cont.

- **Equipment Rental:** Sound/lights, tents, pipe and drape, bleachers, portable stages, temporary/portable trailer rental and scaffolding
- X **Fireworks Exhibitions**
- X **Hazardous Substances:** Treatment, removal, storage or any other handling of any hazardous substances, including but not limited to toxic and petroleum waste and asbestos
- X **Haunted Houses**
- **Medical Services:** EMT, first aid services, and ambulance services
- X **Miscellaneous:** Dunk tanks, tattooing, body piercing, parachuting, bouncy balloons, bounce houses, trampolines, rock climbing wall, foam parties, water wars, water balloon fights, circus, wheelchair and stroller rental, water bobbles, soccer bobbles
- **Motorized Events:** bus training, ride and drive, auto research, trackless train, ATV training, golf carts (general use), car cruise, tow trucks, ladder truck training, heavy equipment training, parking lot/street sweeping, car control clinic, clown cars, parades, bus/shuttle service, ambulance/fire/police, electric wheelchair/scooter, tractor parade.
- X **Parking Services**
- X **Parades**
- X **Rodeo Events:** All types of Events without any Rough Stock Events, but including barrel racing, penning, and roping
- X **Sanitation Services:** Portable restrooms/showers, portable toilets/port-a-potties and hand-washing stations
- X **Security Services:** Public and private
- X **Sewer, water and other underground utilities (electrical, fiber-optic communications and gas lines) lines—maintenance and/or installation.**
- X **Sport Activities:** Rifle or gun club activities, archery practice, skeet range, golf driving ranges, laser tag, paint ball, obstacle courses, and axe throwing

- X **Spraying:** Pest control, fumigation, crop or agricultural spraying and application

- X **Transporting:** All Types, including but not limited to helicopter, stage coach, horse-pulled hay rides, trackless trains, hot air balloons, any aircraft (fixed wing or rotor), watercraft, livestock hauling (for auction) and armored car service.

- X **Wheeled Events:** All Types, including but not limited to roller derbies, roller skating, in-line skating, hockey, scooters, skateboards, hover boards, bicycles, Segways, and BMX events

B. Non-Hazardous Activities and Events

NON-HAZARDOUS ACTIVITIES AND EVENTS (not fair sponsored) All contracts meeting this criteria over \$15,000 must be sent to CFSA for review and verification of insurance requirements

MINIMUM GENERAL LIABILITY INSURANCE LIMITS:

\$2,000,000

- X **Swap Meets/Flea Markets:** Markets held two or more times per calendar year.

\$1,000,000

- **Antique Shows**
- **Arts/Crafts**
- **Auctions other than Animal**
- **Auto Sales (no auto coverage)**
- **Banquets, Receptions, Social Gatherings:**
- **Barbecues/Picnics**
- **Bingo**
- **Birthday Party/Quinceanera**
- **Business Services:** Accounting services, Advertising agencies, Booking agencies, Public Relations, Fair consulting services, Admissions Management, Computer/IT Services, Exhibitor entry and auction data processing, and other similar services
- **Car Shows/Motorcycle Shows**
- **Cattle & Horse Sales**
- **Commercial Concessionaires/Exhibitors**
- **Concerts (Non-Rave Events):** Under 5,000 attendees
- **Conventions**
- **Dances:** Under 5,000 attendees

- **Dog Shows:** No training/obedience classes
- **Equestrian Facility Use**
- **Exchange/Service Club Meetings**
- **Exhibitions**
- **Festivals**
- **Films/Lectures**
- **Funerals/Memorial Services**
- **Food and Beverage Concessionaires**
- **Graduation Ceremonies**
- **Health Fairs**
- **Horse/Cattle Symposiums**
- **Horse Shows:** (non-competitive or competitive horse shows being operated under State rules, United States Equestrian Federation (formerly USA Equestrian) rules or Breed Association rules
- **Independent Animal Exhibitors**
- **Instruction Classes/Aerobics (no participant coverage)**
- **Job Fair/Business Expo**
- **Meetings:** Social organizations, Fraternities, Business, Charity, Non-Profit
- **Overnight camping**
- **Palm Readings/Tarot Card Reading/Face Painting**
- **Performances/Theatrical (NOT CONCERTS) and Practices**
- **Retreats**
- **Reunions:** Family or class
- **Rummage/Garage Type Sales**
- **RV Rallies**
- **Seminars/Speaking Engagements/Training Sessions**
- **Shows:** All Types, including but not limited to boat shows, car shows, coin shows, craft/ceramic shows, doll shows, flower shows, gem and mineral shows, gun shows, home and garden shows, RV show and sales, sports card shows, and trade shows
- **Small Animal Show & Clinic**
- **Sport Shows**
- **Stamps Shows**
- **Swap Meets/Flea Markets:** Markets one time per calendar year.
- **Weddings/Receptions/Baptisms**

Section 3. Effective Date

This Operating Memorandum shall become effective January 3, 2020, at 12:01 a.m. Pacific Standard Time and shall apply to all contracts and rental agreements, and extensions of any contracts or rental agreements, entered into by a participating fair on or after such effective date.

California Fair Services Authority

By: _____

Chair, Board of Directors