



The City of Lincoln is proud to have its residents and visitors host a variety of special events in order to enhance the lives of the community and contribute to the economic vitality of the City. We are proud to put our community and its amenities on display for all to enjoy and visit. The following pages include the City of Lincoln Special Events Permit Application and instructions to help guide you through the permit process. It is our goal to assist event organizers in planning safe and successful events that create a minimal impact on the community and residents surrounding the events. In order to plan a safe and successful event while remaining mindful of the needs of the surrounding community, there are various regulations to be met and multiple departments within the City of Lincoln that review all applications.

A Special Event permit is required for any organized activity or event, whether organized by a nonprofit entity, private enterprise or individual, which involves the use of, or will have an impact upon, public property, public facilities, sidewalks, or city streets. It is our goal to assist event organizers in planning a safe and successful event that will create a minimal impact upon the community or neighborhoods surrounding the event. On behalf of the City of Lincoln, we appreciate your interest in conducting a special event here and thereby adding to our sense of community!

Before completing the attached application, please take time to review the application and requirements. From time of application submittal to final approval and issuance of a permit the process takes several weeks. Please allow a minimum of 90 days to process a Special Event Permit.

Lincoln Community Center 2010 First Street Lincoln CA 95648
916.434.3220

Parade/Street Closure Information

Names of streets to be closed: 5th Street will only be an option for Holiday Parades and legacy events.

| | | |
|--|---------|-----|
| | Between | And |
| | Between | And |
| | Between | And |
| | Between | And |

Parade/Walk/Run Route (**map/s must be included with application or it will not be reviewed**)

Number of Floats _____

Animals in Parade _____

For Animals, please describe what type and how animal waste will be contained and cleaned up.

Are you requesting a complete or rolling street closure? _____

Explain the requested street closure: _____

Route maps **must be submitted** along with your Special Event application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures is required before your event will be approved.

| | | |
|------------------------|--------|------|
| Time of Street Closure | Start: | End: |
|------------------------|--------|------|

Parking restrictions requested: Yes _____ No _____

"No Parking" Signs must be purchased, installed & removed by the Event Coordinator.

(see page 6 for blocked parking information) ALL STREETS MUST BE RE-OPENED BY MIDNIGHT (charges will occur)

Staging Area Location: _____

Disbanding Location: _____

Event Details

Will there be any fenced areas pertaining to alcohol If yes, please describe?

Will there be a tent, canopy or other temporary structure at your event? If yes, please describe:

What is your cleanup plan after the event?

(Hourly cleaning rates will be deducted from deposit or incurred if extra cleaning if required.)

Entertainment Information

Will your event have amplified sound, DJ or live music? Please describe.

Please describe any live entertainment staging or dance floor that will be a part of your event:

Will you have Inflatables at the event? Yes _____ No _____ You will be required to use a City Approved vendor (please ask for a list of vendors) (See page 5 Jump House section)

Food/Beverage/Vendor Information

Does your event involve the sale or consumption of alcoholic beverages?

Yes _____ No _____

If yes, **Event applicant must contact the Lincoln Police Department (LPD) at (916) 645-4040** to secure approval from the Chief of Police. If approval is granted, LPD will issue an approval letter. Applicant must take the approval letter to Alcohol Beverage Control (ABC) to secure a one-day liquor permit.

Contact the Sacramento District Office at

(916) 419-1319 www.abc.ca.gov The permit issued by ABC must be displayed during the time alcoholic beverages will be sold and a copy will be required for the city permitting process and approval. (process may take 30-45 days)

Describe how you will ensure that alcoholic beverages will be consumed only by people 21 years or older:

| | | |
|---|--------------|------------|
| Type of alcohol being sold/served | Beer/Wine | Liquor |
| Alcoholic beverages will be sold/served | Time (from): | Time (to): |

Where will alcoholic beverages be sold/served? (location at event)

Will your event have Food Vendors? Yes _____ No _____ If yes,

Please contact The Placer County Health Department for permit requirements and instructions (530) 475.2300 or visit www.placer.ca.gov

A TFF (Temporary Food Facility) or MFF (Mobile Food Facility) Permit is required by Placer County for food vendors AND the event organizer is REQUIRED to obtain a Community Event Permit if there are more than 1 TFF vendor per event. A copy of all permits will be required for The City of Lincoln permit approval.

Vendors selling nonfood items may require a Seller's Permit from the state of California. The event organizer is responsible to make sure vendors are following state, county and city requirements. For more information contact <http://www.businessportal.ca.gov> or 1-800-400-7115

Security and Volunteer Information

Please describe event procedures for both crowd control and internal security: Security is required when alcohol is being sold. 1 guard per every 250 guests present.

Security Company Name:

Phone Number:

Number of Guards:

Will you be utilizing volunteers? (All volunteers are required to sign a waiver and release of liability in favor of the city). If yes, how many_____?

Event organizer is responsible for volunteer waivers and submitting them to the City of Lincoln Recreation department no later than 5 days after event. (Waiver on page 10)

Health and Safety Information

- The City of Lincoln recommends one (1) chemical toilet for every 200 males and one (1) for every 100 females based upon the maximum number at your event during peak time. Hand washing stations are required as well. Portable toilets must be removed by 7am the next day following the event. If your event is downtown, portable toilets cannot be placed in the alley at Beermann Plaza or on any other private property.
- Toilets must be placed in valid parking stall for next day pick up or fees will be charged.
- 0-300 = 2 toilets + 1 ADA
- 301-500 = 3 toilets + 2 ADA
- 501- 700 = 4 toilets + 3 ADA

You will need portable toilets for events if location does not have adequate facilities to meet requirements

Portable restroom supplier:

Contact Information:

Beermann Plaza Rental

The Lincoln Area Archives Museum is located in Beermann Plaza and has the ability to rent its restrooms for events. YOU MUST contact the museum at **916.645.3800 AS SOON AS POSSIBLE** for availability and pricing. Hours of operation are Thursday, Friday and Saturday from 11am-3pm. Messages will be returned asap.

If bathrooms are not available for your event you must secure portable toilets.

You will need a First Aid kit on site for event. Larger first aid station may be required depending on size of event (location on map please)

Contact Information of first aid provider (if using) _____

Will you have an event Command post?

If yes, where will it be located? (location on map please)

| Event | Fees |
|---|------------------------|
| Minor Event | \$150 with application |
| Major Event | \$300 with application |
| Any additional costs incurred will be invoiced to applicant and must be paid prior to permit approval. | |

- A **Minor Event** - This type of event is defined as a public event which requires completion of a Special Event Application and a Special Event Permit. A SEI meeting will not be required. Other items may be required depending on the type of special event. Fees and deposit of \$250 are due at submittal of application.
- A **Major Event** - This type of event is defined as a public event which may include street closures and/or sales/consumption of alcohol. This type of event requires the completion of a Special Event Application, a Special Event Permit, and a SEI meeting may be required. Other items may be required depending on the type of special event. Fees and deposit of \$500 are due at submittal of application.
- A **Jump House** may be added to your event for an additional \$30 (per inflatable) and may be placed in approved Lincoln locations. All jump house vendors must be on our approved list. To become approved they must complete a site walk-through and supply the City of Lincoln with a certificate of insurance.
- If your event includes use of a rentable outdoor area or City Service then necessary rental fees will be additionally charged. Additional areas include: Plazas, Park Gazebos and City Athletics Fields. (see below)
- Electrical outlets are located at certain locations; if needing power for bounce houses, bands, etc., generators must be used and arranged by event organizer. The City of Lincoln does not service electrical problems or issues for events. Outlet usage is done at own risk.

| City Services, Equipment Requests & Additional Rental Areas | | | |
|---|---------------------------|----------------|-----------------------------|
| X | Service/Equipment | QTY Requesting | Cost (Internal use only) |
| | A – Frames | | \$ |
| | Cones | | \$ |
| | Traffic Control Personnel | | \$ |
| | Dumpster(s) | | \$ |
| | Trash Cans | | \$ |
| | Other (please list) | | \$ |
| Total Cost of Services & Equipment | | | \$ |

| Facility | Unit Cost | Time Requesting | Total Cost |
|--|---|-----------------|------------|
| Beermann Plaza | \$30/hr | | \$ |
| McBean Park Gazebo (includes adjacent park space) | \$30/hr | | \$ |
| Athletic Field/Park Space | \$30/hr | | \$ |
| Other (please list) | Master Fee Price (internal use only) | | \$ |
| | \$ | | |
| Total Cost of Facility Rentals | | | \$ |
| | | | |

Event Map

An **Event Map** of your event **must be included with your application** identifying the location of all items listed below that apply to the event in order to accept application. Map **must** be a **google image** type of map. **(No hand drawn maps accepted)** It is important for City staff to have a clear understanding of the event in order to permit.

_____ Route (for parades, fun runs, bicycle races, etc.). Designate staging area as well as beginning and end of route. Use arrows to indicate direction of route.

_____ Entertainment and/or stage locations & Sound amplification – location of amplifier and all speakers

_____ Alcoholic beverage concession area(s) including fencing (if being sold a one-day liquor permit is required and must be displayed)

_____ Non-alcoholic beverage, food concession area(s) & Merchandise sales area(s)

_____ First aid facilities & Event coordinator's command post, Temporary structures or other (list and describe on map)

_____ Portable toilets (indicate number of toilets _____)

_____ Event participant parking area(s), including entrances, exits and traffic circulation including access for disabled.

_____ Trash container (# trash cans _____; # dumpsters _____)

Promotion Information

You must receive Conditional Approval for your event before you promote, market, or advertise your event. Conditional approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location or an automatic approval of your event.

- The City of Lincoln provides a community calendar of upcoming special events on our website.

Are you requesting our Calendar Post? Yes _____ No _____

Mitigation of Impact on Others

The size and scope of an event can potentially impact those in the surrounding area. Steps are required to be taken in order to mitigate this impact and access to residential neighborhoods, businesses, places of worship, public facilities and to ensure emergency vehicle access.

PARKING

- No Parking Signage – If existing parking spaces will be blocked by your event, you as the organizer will be required to purchase and display "No Parking" signs over every impacted space. Signs are required to be displayed 24 – 48 hours in advance of your event. Signs must include Date, Time and Street ex: **NO PARKING ON F ST FROM 5TH TO 6TH Street**
- Non-compliance will result in your event permit not being approved and forfeiture of all fees and deposits.

*Please note you may be required to provide a **Parking Plan** that includes a diagram illustrating the parking available for local residents, local businesses and their customers, event staff, event attendees and those with disabilities.*

STREET CLOSURES

You will be required to notify all businesses and residents affected by a street closure. A street closure notification sheet requiring signatures from those affected will be given to the event applicant when requesting a street closure. Signatures must be submitted at least 30 days in advance of event date and are required for final permit approval. *All street closures require that at least 20ft of clearance be maintained through the middle of each street for emergency vehicle access.*

ADA Accessibility

Special Events must be assessable to persons with disabilities. Please visit www.ada.gov for additional information.

ADA Parking: There is ample accessible public parking available in the City of Lincoln's public parking lot near the event on a first come, first serve basis to vehicles displaying a handicap plate or placard.

Emergencies: Should an emergency arise; staff and volunteers will assist in making calls to get assistance. AMR Ambulance service is aware of the location of our event. There will be a First Aid box located at the event.

Restrooms: We plan to use existing facilities and/or (if porta-potties are brought in, include the following) event organizer, will provide Porta-Potties to be placed at the event, one of which will include ADA compliant features.

Service Animals: Placer County Environmental Health code prohibits animals near the food service areas; however, service animals are allowed. Your event accommodates all participants and visitors, including those with special needs.

If fencing the area, event coordinators must have ramp access for ADA participants. (Please add to map)

Cancellation Policy

To cancel events, notify the City of Lincoln special events supervisor. Written notice of cancellation must be received by mail or email no later than 5 business days prior to the event start date. Verbal cancellation will not be accepted. Once cancellation has been accepted we will not be able to reinstate the event.

The Special Event Permit Application fee is Non-refundable. It is possible that fees related to other City services may still be incurred.

Indemnification

The Permittee agrees to indemnify, defend, and hold harmless the City of Lincoln, its City Council, officers, officials, employees, agents, and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with the Permittee's use of City property, the permitted event, or any act or omission of the Permittee, its officers, employees, agents, contractors, volunteers, or participants, except to the extent caused by the sole active negligence or willful misconduct of the City of Lincoln.

This indemnification obligation shall survive the expiration or termination of this permit.

ADDITIONAL Information and Requirements

- Reservations for a special event may be made several months in advance and must be made a minimum of 3 months in advance. (a late fee may apply for those requests less than 90 days from event date)
- Applications may require a meeting by the Special Event and Incidents (SEI) Committee for approval or denial.
- Downtown Events will be limited to no more than 4 requests per year by 1 event coordinator.

A certificate of insurance must be submitted with the City of Lincoln Recreation Department as a condition of the permit. The Event Coordinator shall procure and maintain a general liability insurance policy naming the City of Lincoln as an additional minimum insured. (See exhibit 1)

General Liability \$1,000,000/ \$2,000,000 per occurrence (depending on event type and risk)

Fireworks require \$5,000,000 in GL coverage

\$2,000,000/\$4,000,000 aggregate (depending on event type and risk)

Liquor Liability (only when alcohol is Provided) \$1,000,000 per occurrence

\$2,000,000 per occurrence

Policy must be primary and non-contributory

- Policy must contain waiver of subrogation
- A 30-day notice of cancellation (10 day for non-payment) must be provided
- The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible.
- All Self-Insured Retentions must be listed on the certificate.
- If using inflatables at your event your insurance must cover.

A certificate of insurance listing the required coverage and naming the City of Lincoln as Certificate Holder.

The Certificate should be addressed to: **City of Lincoln 600 Sixth Street Lincoln CA 95648**

POLICE - In some cases, the hiring of officers from the Lincoln Police Department (LPD), a professional security company, or a combination of both may be required by the Recreation Department in order to obtain approval for your event. The LPD determines the need, number, and type of security personnel based on expected attendance, location of the event, the presence of alcohol, history of the event, nature of the event, street closures, and the amount of advertising used for an event. **LPD may not be available for events due to limited staffing.**

FIRE - The Fire Department must review and approve the following: your plans for first aid and/or emergency medical services; your route for emergency vehicle access; parade floats; use of an open flame; use of fireworks or pyrotechnics; handling of vehicle fuel; cooking facilities; the location of power sources; the availability and location of on-site fire suppression equipment; the occupancy and spacing of tables or enclosures; and the use of tents, canopies or any fabric shelters.

TRASH - Depending on the size and scope of event, trash receptacles and dumpsters may be requested. You must properly dispose of waste and garbage throughout the term of the event and immediately upon conclusion of event.

Event coordinators will need to supply own trash liners (30 gallons) for the receptacles for the event.

WASTEWATER - Please provide a plan for the disposal of all wastewater and other liquids to keep them from entering the City's storm drains. Dumping wastewater down city drains is prohibited.

OTHER - There are no vehicles allowed on turf areas of City property. Must hand cart items onto turf.

- Use of golf cart type vehicles can be approved for event if requested.
- There is no smoking allowed in the City of Lincoln public areas.

Initials and Signatures

Please read each statement. Initialing next to each statement indicates your understanding and agreement with the statement. Failure to comply with the terms and conditions of the Special Event Permit may result in cancellation or early termination of the special event.

_____ Event sponsor agrees to abide by all of the terms and conditions contained in this application and any permit(s) issued in connection with the special event. Including ADA requirements.

_____ Event sponsor agrees to abide by the City of Lincoln Insurance Requirements

_____ Event sponsor agrees to pay the cost of all fees and City provided services, staff and equipment.

_____ Event sponsor agrees to pay to the City of Lincoln all costs the City may incur as a result of any failure to fully comply with all of these conditions.

_____ Event sponsor agrees to notify all residents and businesses that will be affected by street/ sidewalk closures and/ or amplified sound.

_____ Applicant declares under penalty of perjury under the laws of the State of California that the information provided in this Special Event Application is true and correct to the best of applicant's knowledge. Applicant further acknowledges that the special event may be cancelled if this application contains any intentional misrepresentations.

_____ Issuance of a Special Event Permit does not absolve the applicant from obtaining additional local, state or federal approvals or permits (such as ABC or TFF)

_____ Applicant's signature below signifies that applicant has read and understands ALL the rules and regulations.

In accordance with Section 313 of the California Corporations Code, any document executed by a corporation requires a signature from at least one person from each of the following two groups:

Group One Chairman of the Board, President or Vice President

Group Two CEO, Secretary or Treasurer

If an officer holds a title in each of the above groups (dual title), that officer may sign for each of the groups by two separate signatures with the appropriate title listed with his or her signature.

BY: _____ Date: _____

Print Name: _____ Its: _____ and

BY: _____ Date: _____

Print Name: _____ Its: _____

Agreement and Signature

I, the undersigned representative, have read the rules and regulations with reference to this application. The information contained herein is complete and accurate.

Name (printed):

Signature:

Date:

Submit application to City of Lincoln Recreation Department - Special Events 2010 First Street Lincoln, CA 95648

City of Lincoln
City of Lincoln 600 Sixth Street Lincoln CA 95648

Volunteer's Release of Claims, Waiver and Hold Harmless Agreement

Committee/Event: _____

Name of Volunteer: _____

Name of Parent/Legal Guardian (if volunteer is under 18): _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Emergency Contact Name and Phone Number: _____

ALL VOLUNTEERS MUST COMPLETE AND SIGN THIS RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT.

On behalf of myself, my children, spouse, heirs, family, successors and assigns, I voluntarily assume any and all risks arising out of or connected with my participation as a volunteer in the above-referenced event. I forever release, waive and hold harmless the City of Lincoln, its elected officials, employees, agents, and insureds (the "City") from any and all claims, injuries, losses, costs, damages, attorney's fees and causes of actions that may result from my participation in the event. I understand there may be large and unpredictable crowds, animals, fireworks and situations may occur that may result in injury to me, including physical and emotional injuries, exposure to communicable disease and illness up to and including permanent disability or death.

I knowingly waive the provisions of California Civil Code § 1542 which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.

I understand the significance of my waiver of Section 1542. I acknowledge that if I or my property is injured, damaged, or becomes ill or worse, neither I, my legal representatives, children, spouse, heirs, assigns nor estate will be able to make claims against the City for those damages and injuries.

I agree and understand this agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and if any portion of this agreement is invalid, it is agreed the remainder of this agreement shall continue in full force and effect.

I have carefully read this agreement, fully understand its contents, and agree to each statement set forth herein. I am aware that this is a release of liability and a contract to hold harmless the City from all liability, losses and damages I may suffer.

Dated: _____

Signature

If under the age of 18:

Dated: _____

Signature of Parent/Legal Guardian

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|-----------------------------------|
| SAMPLE FORM | |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section 3 – Who is An Insured is amended to include, as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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Page 1 of 1

ACORD

CERTIFICATE OF LIABILITY INSURANCEDATE MM/DD/YYYY
10/10/2012

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 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 R.V. Nuccio & Associates, Inc. 10148 Riverside Drive Toluca Lake, CA 91602 (800) 354-2433 | CONTACT NAME POLICE (FAC. IN. EXT.) E-MAIL ADDRESS |
| INSURED Insured Name Insured Address City, State Zipcode | INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **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 MODIFIED BY ENDORSEMENTS PAID OR UNPAID.

| TYPE OF INSURANCE | POLICY NUMBER | DATE OF POLICY | REVISION NUMBER | LIMITS |
|---|---------------------|----------------|-----------------|---|
| GENERAL LIABILITY | 5185482647 | 10/11/2014 | 10/12/2014 | |
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-HAND <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Incl | Certificate #: 5485 | | | MEDICAL EXPENSE \$ 1,000,000 PERSONAL & ADV INJURY \$ None GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Incl |
| AUTOMOBILE LIABILITY | | | | COVERED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ |
| <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | | | | EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$ |
| UMBRELLA LIAB | | | | EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Additional Insured: Sunshine Hotel, officers, directors, and agents.

CERTIFICATE HOLDER

Sunshine Hotel
 11540 4th Ave
 San Diego, CA 92131

CANCELLATION

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

Robert V. Nuccio

Robert V. Nuccio

ACORD 25 (2010/05)

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Exhibit 1:

Insurance Requirements

Event Sponsor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Event Sponsor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Event Sponsor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Event Sponsor maintains broader coverage and/or higher limits than the minimums shown above, the City of Lincoln requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Event Sponsor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Lincoln.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Lincoln, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Event Sponsor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Event Sponsor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Event Sponsor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Lincoln, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Lincoln, its officers, officials, employees, or volunteers shall be excess of the Event Sponsor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Event Sponsor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Lincoln.

Waiver of Subrogation

Event Sponsor hereby grants to City of Lincoln a waiver of any right to subrogation which any insurer of said Event Sponsor may acquire against the City of Lincoln by virtue of the payment of any loss under such insurance. Event Sponsor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not an endorsement has been issued by the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Lincoln. The City of Lincoln may require the Event Sponsor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Lincoln.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Lincoln.

Verification of Coverage

Event Sponsor shall furnish the City of Lincoln with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City of Lincoln before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Event Sponsor's obligation to provide them. The City of Lincoln reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City of Lincoln reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.