

SPECIAL CONDITIONS AND INSTRUCTIONS
FOR
LAKE SIDE HOT CAR & BOAT SHOW sponsored by Curbside Car Show Calendar

APPROVED DATES AND LOCATIONS:

Saturday August 18, 2018: The offshore waters of Clear Lake from approximately 100ft outside of the 5mph buoys at Library Park in Lakeport. The Closure will be approximately 1 mile in length in a south to North direction

CONDITIONS:

1. That an authorized representative of the organizers executes the INSURANCE AGREEMENT (marked Exhibit "1" and attached hereto) requiring \$3,000,000 in single limit coverage, including bodily injury/ death and property damage, per occurrence and \$6,000,000 in combined coverage.
2. That an authorized representative of the organizers executes the HOLD HARMLESS provision (marked Exhibit "2" and attached hereto).
3. "Lakeside Hot Car & Boat Show" event participants shall not use the off-shore waters of Clear Lake at Library Park on the approved date listed in this permit until all insurance required herein has been obtained and certificates of insurance have been submitted to the County, and said insurance has been approved by the County. The certificates of insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced without at least ten (10) day's prior notice to the County.

SPECIAL INSTRUCTIONS:

- 1. Given the potential for smoke from ongoing fires, visibility on the exhibition course must be greater than one mile or the length of the course before boats are allowed to run the course.***
- 2. Lakeside Hot Car and Boat show will provide volunteers on jet skis and/or boats along the course to ensure that the course remains clear of recreational boaters and other hazards.***

- 3. Prior to launching into Clear Lake or any other body of water in the County of Lake, each boating participant is required to pass a screening inspection of their boat by a County Quagga Mussel Program staff member;***
- 4. Upon passing the screening inspection, affix the quagga mussel sticker to the boat in a prominent and readily visible location***
- 5. Lakeside Hot Car & Boat Show high-speed demonstration runs on the off-shore waters of Clear Lake shall be limited to the daylight hours of 8:00 am to Noon;***

INSURANCE AGREEMENT

"Lakeside Hot Car & Boat Show" event participants shall not use the off-shore waters of Clear Lake near Library Park on the approved date listed in this permit until all insurance required herein has been obtained and certificates of insurance have been submitted to the County, and said insurance has been approved by the County. The certificates of insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced without at least ten (10) day's prior notice to the County. A certificate evidencing insurance shall be filed before the first approved event.

Public Liability and Property Damage Insurance

The **Curbside Car Show Calendar** for the **"Lakeside Hot Car & Boat Show"** shall procure and maintain Commercial General Liability insurance, acceptable to the Risk Management Department, which will cover the event and dates hereinabove described in an amount of not less than \$3,000,000 single limit coverage, including injury/death and property damage, per occurrence and \$6,000,000 in combined coverage. The certificates of insurance shall include primary and non-contributory endorsements.

The **Curbside Car Show Calendar** shall not hold the **"Lakeside Hot Car & Boat Show"** event until it has delivered to the County of Lake an "Additional Insured Endorsement" naming **The County, its officers, employees and agents as additional insured** under the aforementioned policy in the paragraph above.

Curbside Car Show Calendar
(Authorized Signature)

Date

HOLD HARMLESS

HOLD HARMLESS: Except with respect to active negligence of a party indemnified herein, to the fullest extent permitted by law, the **Curbside Car Show Calendar** (permittee) shall indemnify and hold harmless the COUNTY and its agents, officers and employees against and from any and all claims, lawsuits, actions, liability, losses, damages, and expenses and costs (including but not limited to attorney's fees) brought for, or on account of, injuries to or death of any person or persons, including employees of permittee, or injuries to or destruction of property, including the loss of use thereof, arising out of, or alleged to arise out of, or resulting from, the performance of the work permitted herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of permittee, or anyone directly or indirectly employed by permittee, or anyone for whose acts permittee may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

Curbside Car Show Calendar

(Authorized Signature)

Date