

SPECIAL CONDITIONS AND INSTRUCTIONS
FOR
CLEAR LAKE SEAPLANE SPLASH-IN 2018 sponsored by the Lake County Chamber of Commerce.

APPROVED DATES AND LOCATIONS:

Thursday, September 6, 2018 through Sunday September 9, 2018: The offshore waters of Clear Lake between the main pier at Library Park and including the Skylark Shores Resort.

CONDITIONS:

1. That an authorized representative of said organization execute the INSURANCE AGREEMENT (marked Exhibit "1" and attached hereto) requiring \$5,000,000 in single limit coverage, including bodily injury/ death and property damage, per occurrence.
2. That an authorized representative of said organization execute the HOLD HARMLESS provision (marked Exhibit "2" and attached hereto).

SPECIAL INSTRUCTIONS:

1. **The landing ramps and temporary mooring buoys may only be in the water during the days listed above.** Because planes will be arriving a day prior to the event and the several hours needed to put them in place, the landing ramps and buoys may be placed in the off-shore waters by Natural High School on September 5, 2018. However, **the ramps and buoys must be removed immediately from the waters by the end of the day after the event.**
2. **The landing ramps shall be smooth steel street plates used in street or sidewalk construction or other material approved by Water Resources.** All the edges and joints shall be covered with the natural beach material to prevent any possibility of tripping or injury to any and all visitors and participants of the event.
3. **While the ramps are in the water,** the event organizers shall either place signage at the water's edge warning people that there are, in the immediate vicinity, underwater ramps for the use of the seaplanes to come ashore, or place adequate barricades or fencing to prevent pedestrian access to the immediate vicinity around the plates. These signs or fencing shall remain in place from the time the ramps are placed in the water until the time when the ramps are removed and taken away.
4. The County understands that the City of Lakeport will be responsible for the placement and removal of the steel plates to be used for the landing ramp. A representative of the Lake County Chamber of Commerce shall be responsible for coordinating this work with the City of Lakeport, and must notify the County of Lakebed Management when the removal has been accomplished. (Contact Mark Miller, Water Resources Technician at (707) 272-0760. Verification will be made at that time to ensure that all sections have been removed.

5. The event organizers shall conduct pre-registration of participants to ensure that all planes have complied with the 100th Meridian Procedures for inspection and cleaning of their aircraft. Owners of planes coming from known infected counties or states shall certify that their planes have been cleaned and dry for a period of no less than 7 days. Contact Mark Miller at (707) 272-0760 for any quagga mussel questions or concerns.

INSURANCE AGREEMENT

"Splash In" event participants shall not use the off-shore waters of Clear Lake at Natural High School on the approved dates 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 Lake County Chamber of Commerce for the "Splash In" 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 \$5,000,000.00 single limit coverage, including injury/death and property damage, per occurrence. The certificates of insurance shall include primary and non-contributory endorsements.

The Lake County Chamber of Commerce shall not hold the "Splash In" 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.

Lake County Chamber of Commerce
(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 Lake County Chamber of Commerce (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.

Lake County Chamber of Commerce

(Authorized Signature)

Date