

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF HUNTINGTON BEACH  
AND PREMIER GIRLS FASTPITCH, INC  
FOR THE USE OF HUNTINGTON BEACH FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on \_\_\_\_\_, 2025, by and between the **CITY OF HUNTINGTON BEACH**, a municipal corporation of the State of California (hereinafter referred to as "CITY") and **PREMIER GIRLS FASTPITCH**, a California "S" Corporation (hereinafter referred to as "PGF") hereinafter referred to as "Parties".

WHEREAS, PGF provides valuable services to local youth girls through various fast-pitch softball activities within the CITY of Huntington Beach and its surrounding communities, and;

WHEREAS, the CITY wishes to provide a location, named in this MOU, for the annual Premier Girls Fastpitch National Championship Tournament (Tournament), and;

WHEREAS, the purpose of this MOU is to address responsibilities of each of the parties related to the use of available space for PGF Nationals Tournament at the Huntington Beach Sports Complex, located at 18100 Goldenwest Street, Huntington Beach, California, in Huntington Central Park (Site), and any other locations as mutually agreed upon by Parties, and;

NOW, THEREFORE, the City Council of Huntington Beach hereby agrees to enter into an MOU with PGF and finds such MOU is in the interest of serving a valuable public purpose for youth girls' sports activities in our community.

**SECTION 1. TERM**

This MOU will become effective on the date approved by City Council and shall terminate on September 7, 2030, except with respect to any obligations hereunder which are to be performed thereafter. Upon mutual consent of the parties, this Agreement may be extended for two (2) additional one (1) year periods.

**SECTION 2. OBLIGATIONS OF CITY**

The obligations of the CITY pursuant to this MOU shall be as follows:

1. CITY shall provide a location for the Tournament each year during the term of this MOU at the Huntington Beach Sports Complex softball fields and parking lot. Other facilities may be made available upon mutual agreement of both Parties and reviewed as needed on an annual basis. All terms of the MOU shall apply to any alternate location.

2. CITY shall provide PGF with exclusive rights to present, conduct, promote/market, operate, and manage the only Girls Fastpitch National Championship Tournament in the City of Huntington Beach, to be held in June / July / August of each year during the duration of this MOU.

3. CITY shall allow PGF to conduct the Tournament on dates mutually agreed upon by both Parties and the Sports Complex Operator.

4. CITY shall allow PGF the exclusive right to select and hire any and all necessary subcontractors for the Tournament. Subcontractors must provide proof of a current City business license on file with the City of Huntington Beach. Except to protect health and safety, CITY shall not act in anyway contrary to the Agreement to conduct the Tournament.

5. CITY reserves the right to cancel any Tournament due to natural disaster, inclement weather, potential hazards or damage to the fields, for health and/or safety of the public, or if under order by federal, state, county, or local government, or any other reason beyond City's control.

6. CITY, except for CITY's existing food and beverage concessionaires, shall make certain that during the Tournament, no other vendor, business, tents, structures, or events will be permitted within the Site, without PGF's written approval.

7. CITY shall make every effort to notify PGF of any construction, road maintenance, or other activity planned on or adjacent to the Site that may inhibit or otherwise disrupt the use of the Site during the Tournament at least six (6) months prior to the Tournament, when possible, or as soon as reasonably possible.

### **SECTION 3. OBLIGATIONS OF PGF**

The obligations of PGF, as a youth girls' sports organization, shall provide girls' fast-pitch activities to the registrants and the community, to include but not limited to the following:

1. PGF shall work with the Sports Complex Operator on scheduling available dates for the Tournament Events.

2. CITY is under a separate Agreement with the food and beverage concessions at the Sports Complex. PGF is restricted from giving away or selling consumable goods without prior written approval by CITY during Tournament Events.

3. PGF shall pay all fees listed by the Sports Complex operator, including but not limited to, daily field rental fees, field layout/prep fees, cleaning service fees, trash service fees, and any equipment and supplies charges agreed upon in the Site License Agreement.

4. PGF will be responsible for the purchase and installation of clay bricks as needed prior to and throughout Tournament.

5. PGF will pay for replacement of damaged portable pitching rubbers as needed throughout Tournament.

6. PGF shall have non-exclusive use of the parking lot for Sports Complex activities. Use of the parking lot for purposes other than to park cars shall be prohibited without prior CITY approval. PGF may buyout the entire parking lot or a portion thereof for agreed upon date(s)

with CITY. PGF shall pay CITY directly for parking fees at a rate of \$2 per space per day. The CITY agrees to make the parking pay stations and mobile pay system inoperable during full parking lot buyouts. CITY shall not disable the systems on partial parking lot buyouts during the span of the Tournament and the City will retain all revenue collected through the pay stations.

7. PGF shall only use approved equipment to prepare the fields for the Tournament. No pick-up trucks shall be permitted on the fields. PGF shall work directly with the Sports Complex Operator to determine appropriate field preparation.

8. PGF shall provide the Sports Complex Operator with a Turf Deposit to pay for replacement or repair of damaged turf in the area utilized for registration and under tenting as agreed upon between the two Parties in the Site License Agreement. Any remaining funds shall be returned to or applied to other PGF expenses. Parties will inspect the registration areas prior to PGF's set-up and then again two (2) weeks after the conclusion of the tournament.

9. PGF will be permitted to park utility cars in the designated storage areas within the Sports Complex for the duration of the event. The CITY shall not be liable for any damage or theft to any vehicles parked in this area, nor shall the Sports Complex Operator. The CITY cannot authorize the parking of vehicles along the County Road behind the Sports Complex.

10. PGF shall be responsible for control of any reserved parking spaces.

### **SECTION 3. SPECIFIC EVENTS PERMIT REQUIRED**

All non-tournament events are required to have a Specific Events permit per Municipal Code Chapter 13.54 and is independent of the Tournament booking process. CITY shall facilitate the Specific Event permit process for non-tournament events on an annual basis. PGF shall follow all protocols as listed in the permit conditions for non-tournament events.

### **SECTION 4. ACCESS TO CITY MARKS AND LOGOS**

PGF must receive approval from the Office of Communications prior to use of CITY logos, seals or other CITY insignia. All CITY assets must be approved and in-line with current CITY branding policies. PGF shall use no City logo for commercial purposes.

### **SECTION 5. HOLD HARMLESS**

PGF and CITY shall protect, defend, indemnify and hold harmless each other, their officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation, costs and fees of litigation of every nature) arising out of, or in connection with the performance of this MOU, or its failure to comply with any of their obligations contained in this MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of the other.

## **SECTION 6. WORKERS' COMPENSATION INSURANCE**

Pursuant to California Labor Code Section 1861, PGF acknowledges awareness of Section 3700 et seq. of said Code, which requires every employer to be insured against liability for workers' compensation; PGF covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

In the event PGF directly hires employees, PGF shall maintain workers' compensation insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000) bodily injury by accident, each occurrence, One Hundred Thousand Dollars (\$100,000) bodily injury by disease, each employee, Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury by disease, policy limit.

## **SECTION 7. GENERAL LIABILITY INSURANCE**

In addition to the workers' compensation insurance (if needed) and PGF's covenant to indemnify CITY, PGF shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage. Said policy shall indemnify PGF, its officers, agents and employees, while acting within the scope of their duties, against any and all claims arising out of or in connection with this MOU and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of \$1,000,000 per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000. Said policy shall name CITY, its agents, its officers, employees and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that PGF's insurance shall be primary.

Under no circumstances shall the above-mentioned insurance contain a self-insured retention, or a "deductible," or any other similar form of limitation on the required coverage.

## **SECTION 8. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED ENDORSEMENTS**

Prior to commencement of this MOU, PGF shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this MOU; these certificates shall:

- (a) provide the name and policy number of each carrier and policy;
- (b) state that the policy is currently in force; and
- (c) promise to provide that such policies shall not be canceled or modified without thirty (30) days' prior written notice of CITY; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

PGF shall maintain the foregoing insurance coverage in force during the entire term of the MOU or any renewals or extensions thereof or during any holdover period.

The requirement for carrying the foregoing insurance coverage shall not derogate from PGF's defense, hold harmless and indemnification obligations as set forth in this MOU. CITY or its representatives shall at all times have the right to demand the original or a copy of any or all the policies of insurance. PGF shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

#### **SECTION 9. ASSIGNING AS BREACH**

No parties shall encumber, assign, or otherwise transfer this MOU, or any right or interest in this MOU, without the express written consent of the other parties. A consent by any party to one assignment or transfer to another person shall not be deemed to be a consent to any subsequent assignment or transfer to another person. Any encumbrance, assignment or transfer, without the prior written consent of the other parties, whether it is voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the other parties, terminate this MOU.

#### **SECTION 10. WAIVER OF BREACH**

The waiver by either PGF or CITY of any breach by PGF or CITY of any of the provisions of this MOU, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such breach or a waiver of any subsequent breach by the parties, either of the same or another provision of this MOU.

#### **SECTION 11. CONFLICT OF INTEREST**

PGF shall employ no CITY official or any regular CITY employee in the work performed pursuant to this MOU. No officer or employee of CITY shall have any financial interest in this MOU in violation of the applicable provisions of the California Government Code.

#### **SECTION 12. PHOTOGRAPHY**

CITY may grant permits to persons engaged in the commercial production of still and motion pictures, television programs, advertising and related activities, to take photographs and/or motion pictures of PGF activities. However, consistent with good safety practices, CITY will endeavor to give 24-hour advance notification of such activities to PGF. In the event of filming by PGF, PGF shall work with CITY to obtain all necessary permits.

#### **SECTION 13. NONDISCLOSURES/PRESS RELEASES**

PGF shall consult with CITY prior to issuing any press releases or otherwise making any public statements with respect to this MOU, the transactions contemplated herein, or matters arising here from.

#### **SECTION 14. FORCE MAJEURE - UNAVOIDABLE DELAYS**

Should the performance of any act required by this MOU be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

#### **SECTION 15. NOTICE**

Any written notice, given under the terms of this MOU, shall be either delivered personally, electronically or mailed, certified mail, postage prepaid, addressed to the party concerned, as follows:

**CITY OF HUNTINGTON BEACH**  
Attn: Director, Community & Library Services  
2000 Main Street  
Huntington Beach, CA 92648

**PREMIER GIRLS FASTPITCH, INC.**  
Attn: Dan Hay  
16792 Gothard Street  
Huntington Beach, CA 92647

If a party desires to change the address for notices set forth herein, said party shall provide 30 days advance written notice to the other party of any such change.

#### **SECTION 16. ATTORNEY'S FEES**

In the event suit is brought by any party to enforce the terms and provisions of this MOU or to secure the performance hereof, each party shall bear its own attorney's fees. The prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

#### **SECTION 17. CONTROLLING LAW AND VENUE**

The rights and liabilities of the parties, and the interpretation and construction of this MOU, shall be determined in accordance with the laws of the State of California. Any controversy arising out of or under this MOU, if litigated, shall be adjudicated in a court of competent jurisdiction in Orange County, California.

#### **SECTION 18. SECTION TITLES**

The section titles in this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of this MOU or in any way affect this MOU.

#### **SECTION 19. TERMINATION**

This MOU may be terminated by PGF or CITY with or without cause upon thirty (30) days notice in writing.

## **SECTION 20. MOU IN WRITING**

This MOU contains and embraces the entire MOU between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any other MOU between the parties unless such MOU be expressed in writing, signed and acknowledged by CITY and PGF, or their successors in interest.

## **SECTION 21. PARTIAL INVALIDITY**

Should any provision of this MOU be held by court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this MOU shall remain in full force and their effect unimpaired by the holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

## **SECTION 22. MOU IN COUNTERPARTS**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

## **SECTION 23. TIME OF ESSENCE**

Time is of the essence with respect to all provisions of this MOU in which a definite time for performance is specified including, but not limited to, the expiration of this MOU.

## **SECTION 24. SURVIVAL OF INDEMNITIES**

Termination of this MOU shall not affect the right of CITY to enforce any and all indemnities given or made by PGF under this MOU, nor shall it affect any provision of this MOU that expressly states that the provision shall survive termination thereof.

## **SECTION 25. NONLIABILITY OF CITY OFFICIAL, EMPLOYEES OR AGENTS**

No elective or appointed CITY or CITY affiliated board, commission or member thereof, or officer, official, employee or agent of CITY shall be personally liable to PGF, its successors and assigns, of any default or breach by CITY under this MOU or for any amount which may become due to PGF its successors and assigns, under this MOU or for any obligation of CITY under this MOU.

## **SECTION 26. NO TITLE INTEREST**

No title interest of any kind is hereby given and PGF shall never assert any claim or title to Huntington Central Park Sports Complex or any other public property. Use of the Sports Complex by PGF is non-exclusive, and the Sports Complex shall at all times during its operating hours remain open for use by the public.

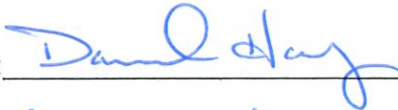
**SECTION 27. ENTIRETY**

The foregoing sets forth the entire MOU between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their authorized officers the day, month and year first above written.

**PREMIERE GIRLS FASTPITCH, INC**

By: \_\_\_\_\_


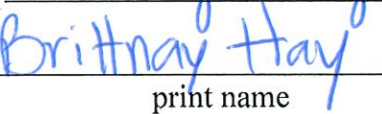


DANIEL HAY

print name

ITS: (circle one) Chair/President/Vice  
President

By: \_\_\_\_\_

**AND**  
  


print name

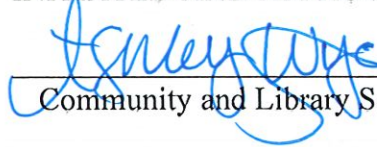
ITS: (circle one) Secretary/Chief Financial  
Officer/Asst. Secretary – Treasurer, Other

**CITY OF HUNTINGTON BEACH, a**  
municipal corporation of the State of  
California

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:



Community and Library Services Directors

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney





ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02-24-2025

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).

<b>PRODUCER</b> G. S. NEWBORN & ASSOCIATES, INC. PO BOX 2507 FLEMINGTON, NJ 08822 IN CALIFORNIA: G.S. NEWBORN INSURANCE SERVICES LICENSE # 0122566	<b>CONTACT NAME:</b> Gary Newborn <b>PHONE (A/C, No. Ext):</b> 800-821-6802 <b>FAX (A/C, No):</b> 908-788-9371 <b>E-MAIL ADDRESS:</b> gary@newborninsurance.com <b>PRODUCER CUSTOMER ID #:</b>															
<b>INSURED</b> Premier Girls Fastpitch, Inc. Enrolled Member Teams or Umpires California Cruisers Sievers/Carreon, Western 14U (Francis Carreon) 15671 Swan Ln Huntington Beach, CA 92649	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>HDI GLOBAL SPECIALTY SE</td><td>AA-1340041</td></tr> <tr> <td>INSURER B:</td><td>UNITED STATES FIRE INSURANCE CO</td><td>21113</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HDI GLOBAL SPECIALTY SE	AA-1340041	INSURER B:	UNITED STATES FIRE INSURANCE CO	21113	INSURER C:			INSURER D:		
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INSURER B:	UNITED STATES FIRE INSURANCE CO	21113														
INSURER C:																
INSURER D:																

## 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 REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			18LB6841	09/01/2024 12:01 AM	09/01/2025 12:01 AM	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$5,000,000
	AUTOMOBILE LIABILITY						PRODUCTS-COMP/OP AGG \$1,000,000
	<input type="checkbox"/> ANY AUTO						PARTICIPANT LEGAL LIABILITY \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident)
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DEDUCTIBLE						
	RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			US2147889	09/01/2024 12:01 AM	09/01/2025 12:01 AM	EXCESS MEDICAL LIMIT \$100,000
							DEDUCTIBLE: \$2,500

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

THE CERTIFICATE HOLDER WHO IS OWNER OR LESSOR OF PREMISES, SPONSOR OR CO-PROMOTER, IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

By:

MICHAEL J. VIGLIOTTA  
CITY ATTORNEY

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CITY OF HUNTINGTON BEACH

## CERTIFICATE HOLDER

## CANCELLATION

The City of Huntington Beach its officers, elected or appointed officials, employees, agents and volunteers  
 2000 Main St  
 Huntington Beach, CA 92646

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

Gary Newborn

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS 2000 MAIN STREET HUNTINGTON BEACH, CA 92648
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – 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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

*This Endorsement changes the Policy. Please read it carefully.*

**COMMERCIAL GENERAL LIABILITY ENDORSEMENT**

**PRIMARY AND NON-CONTRIBUTORY AMENDATORY – E1602AJ-1112**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person Or Organization</b>
City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is hereby deleted and replaced with the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, with respect to any other valid and collectible insurance available to a person or organization as scheduled above, this insurance shall be primary to other available sources, except where the liability of such person or organization is caused by his, her, or its own negligence. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitation of any other insurance.

**b. Excess Insurance**

**(1)** This insurance is excess over:

**(a)** any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i)** that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii)** that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**All other terms and conditions of the Policy remain unchanged**

- (iii) that is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional Insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**c. Method Of Sharing**

In the instance where we are primary, we will be non-contributory. In any other instance, we will contribute as follows:

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- (1) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (2) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.



CITY OF HUNTINGTON BEACH  
2000 Main Street, Huntington Beach, CA 92648-2702

## DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or events(s) if any vehicle(s) is used.

Signature of Permittee: \_\_\_\_\_

Print Name: Francis Carreon

Company Name (if applicable): \_\_\_\_\_

Date Signed: 02/24/25



## CITY OF HUNTINGTON BEACH

2000 Main Street, Huntington Beach, CA 92648-2702

### Declaration of Non-Employer Status

The State of California requires every enterprise or business to provide workers compensation insurance coverage. If you have no employees, you may make a declaration to that effect by completing and signing this form and returning to:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648-2702

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Company / Organization: California Cruisers

Address: 15671 Swan Ln, HB, CA 92649

Applicant [please print]: Francis Carreon

Title, if any: manager

Applicant's Signature: [Signature]

Date Signed: 02/24/25

Telephone Number: (714) 313-9654

**ATTACHMENT #7**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

### **SCHEDULE**

The City of Huntington Beach its officers, elected or  
appointed officials, employees, agents and volunteers  
2000 Main St  
Huntington Beach, CA 92646