SEP-025-24
2025 Superstition Mtns. Native American Festival
BOS PACKET

PINAL COUNTY
DEVELOPMENT SERVICES

PINAL COUNTY SPECIAL EVENT COORDINATOR: ERIC DANIELS 520.866.6410

Superstition Mountain Museum is excited to present an event celebrating Native American culture and art January 18-19, 2025 from 9 a.m. to 4 p.m. The Native American Arts Festival will featuring awe-inspiring dance, storytellers, artisans showcasing their unique creations and talented musicians playing Native Flute and acoustic guitar.



In the past, featured performers included the world famous Yellow Bird Apache Hoop Dancers, the 2021 World Hoop Champion Tony Duncan, and storytellers Violet and Ken Duncan of Yellow Bird Productions.
Largo Dine Navajo Dancers and the Apache Crown Dancers also have graced our stages as well as numerous traditional and contemporary tribal-registered Native American artisans showcasing their work in a Master Craftsman space. They will visit with attendees and provide insights associated with their art.
Kicking off events will be Color Guards from local American Legion Posts and Apache Veterans Associations.

Food vendors will be on site featuring Native American food, we have about 4-5 food vendors, featuring fry breads +, we usually have a lemonade/ice tea vendor.

We use the services of the A.J Rangers, for parking control, and on-site security.

We have 2 sets of porta johns available, the main bank near the amphitheater where the entertainment will take place, and a smaller set over near the “food court” will be along with hand washing stations.

EMT’s will be on site.

We have held this event in various roles for the past 10 years or so. It’s an opportunity for the public to see Native dance and music, as we use the services of Ken Duncan and his family who are members of the Apache Nation from San Carlos.

Hopefully this helps,

Dave McElligott

Events coordinator

Superstition Mountain Museum

PINAL COUNTY
WHERE OPPORTUNITY GROWS

PINAL COUNTY COMMUNITY DEVELOPMENT
85 N FLORENCE ST 1st Floor, FLORENCE, AZ 85132/520-866-6442

LARGE SPECIAL EVENT APPLICATION

SEP # 025-24

A Large Special Event means an event expected to draw more than 1000 people or exceeds 4 days in duration. A Special Events Emergency Contingency Plan (SEECP) will be required for events exceeding 500 patrons.

Note: This application must be submitted to the Special Event Coordinator at least 120 days (4 months) prior to event date. Special Event Permit fees are due at submittal.

Section 1: Applicant Information

Event Title Native American Arts Festival

Special Event Owner/Sponsor ("Owner"): Superstition Mountain Museum

(This will be the name listed on the insurance.)
Address: 4087 E Apache Trail **City:** Apache Junction **St:** AZ **Zip:** 85119

Email address: Giftshop@superstitionmountainmuseum.org

*Telephone: 480-983-4888 Cell: 602-733-4925

Web Address: superstitionmountainlostdutchmanmuseum.org

Contact Person (Coordinator): Dave McElligott

Section 2: Property Information

Event Location Name: Superstition Mountain Museum

Property Owner Superstition Mountain Historical Society

Address: 4087 E Apache Trail **City:** Apache Junction **St:** AZ **Zip:** 85119

Phone Number 480-983-4888 **Email** smhs.director@gmail.com

Parcel Number (s): 100-01-0110

Current Property Use: Historical Museum

Section 3: General Event Information

Purpose and Description: _____

Event Category (check ALL that apply):

- ☐ Bicycle/Foot Race
- ☐ Fireworks
- ☐ Carnival/Amusement Rides
- ☐ Circus
- ☒ Concert/Performance
- ☒ Dance
- ☒ Festival/Celebration
- ☐ Wine tasting/food
- ☐ Inflatable/Jumpers
- ☒ Market/Sales
- ☐ Parade
- ☐ Motorized vehicle race
- ☐ Tent Revival
- ☐ Art Show
- ☐ Other: _____

Please attach a site plan(s) showing all pertinent event features such as parking areas, tents, structures, vendor locations, location of portable restrooms and showers, carnival rides, camping areas, security staging, medical stations, helipads, ingress and egress routes, major adjacent streets or highways, railroads or washes, band or recreational centers, seating areas, and fireworks shows. Be as complete and detailed as possible as this will explain the layout of your event to many departments.

Event Start Date: 01/18/2025 Event End Date: 01/19/2025

Event Hours of Operation: 9:00am - 4:00pm

Setup Date: 01/17/2025 Time: 10am Dismantle Date: 01/20/25 Time: 10am

☐ **Anticipated Attendance:** Per Hour (peak) 150 Per Day total: 1000

Is there entertainment associated with your event? **Yes** ■ **No** ☐

☐ **If yes**, please indicate the types of entertainment

(Check all that apply):

■ Live Music ☐ Disc Jockey (DJ) ■ Children's Activities
☐ Theatrical Performance ■ Dancing ☐ Other: _____

Will there be ADA accessible parking and pedestrian aisles throughout your event? The aisle should include accessibility to food areas, restrooms, and parking lots? **Yes** ■ **No** ☐

Will you be constructing any temporary structures for your event such as stages, towers, bleachers or platforms?

Yes ☐ No ☐

Will you have any tents? **Yes** ■ **No** ☐ what sizes and how many of each? 10x10 canopies approx 30

Does your event require electricity? **Yes** ☐ **No** ■

What type of electrical will be supplied?

☐ Metered ☐ Generators (how many?_____) ☐ Extension cords ☐ Spider box

Section 4: Public Works-Street or Right-of-Way Information

Does your event utilize any State, County or City rights of way, causing any detours or closures? **Yes** ☐ **No** ■
(You may be required to obtain a Rights-of-Way permit from each jurisdiction.)

If yes, please **ATTACH** a traffic control plan, which indicates all streets you are requesting to use and/or close. Date(s) of use: _____

Does your event utilize a state highway for access or as part of the event? **Yes** ■ **No** ☐
If yes, a copy of the Arizona Department of Transportation (ADOT) permit must be included with this application.

At the discretion of the Public Works Department, applicant may be required to provide the following:

- Site map/route map of event including date and time of event.
- Traffic control plan in concurrence with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Include the name and number of the person responsible for the set up and maintenance of traffic control.
- Proof of insurance.
- Contact information for event emergency contact.

Section 5: Air Quality Information

Will your event utilize any dirt or graveled roadways, entrances, or parking areas (including overflow)?

Yes ■ **No** ☐ If "yes", complete the Air Quality Special Event Checklist available at:
http://www.pinalcountyaz.gov/AirQuality/Documents/Dust/Special%20event%20application.pdf
Call 520-866-6929 for more information.

Section 6: Alcoholic Beverage Information

Will participants be allowed to bring alcoholic beverages to your events? **Yes** ☐ **No** ■

Does your event utilize on site **SALE** of alcoholic beverages? **Yes** ☐ **No** ■

If yes to either of the above questions, please select all that apply: ☐ Liquor/Spirits ☐ Beer ☐ Wine

Have **State** permits for selling alcohol been applied for? **Yes** ☐ **No** ■

Information regarding a liquor license can be found at http://www.azliquor.gov/licensing/.

Has permission been granted by property owner to allow sales of alcohol on site? **Yes** ■ **No** ☐

Section 7: Environmental—Food

Will your event have any food booths where food is being prepared/cooked? **Yes** ■ **No** ☐

If yes, how many food booths? 5

Which of the following services will be supplied to or utilized by the food vendors?

■ **Water** ■ **Electricity** ☐ **Grease disposal** ■ **Garbage disposal** ☐ **Appropriate Fire Extinguishers**

☐ **Propane**

You will be required to submit to Pinal County Environmental Health **at least 2 weeks prior to the event** temporary food booth permits for each food vendor. NOTE: If you are using any food vendors from outside Pinal County, they will be required to obtain temporary food vendor permits also. http://pinalcountyaz.gov/EnvironmentalHealth/Pages/Documents.aspx

Section 8: Aquifer Protection-Sanitation

Will there be portable showers at this event? **Yes** ☐ **No** ■ Will there be portable restrooms on site? **Yes** ■ **No** ☐

If yes, # of showers:_____Fully contained? **Yes** ☐ **No** Grey water removal? **Yes** ☐ **No** ☐

Will permanent structure restrooms be utilized for this event? **Yes** ■ **No** ☐

If yes, please provide the number of fixtures: Toilets 4 Urinals 1 Sinks 3

Will restrooms be provided in adjacent building (s)? Yes ■ No ☐

Total number of: portable restroom units: 6 ADA portable restroom units 1 Portable Restroom Unit Provider:_____

Total number of trash cans: 8 Dumpsters 3

Please ATTACH an agreement between your organization and portable restroom provider that includes the number of restrooms to be provided. Please note that for events held in parks, portable restrooms must be removed in a timely manner after the event.

Section 9: Fireworks, Open Fire and Camping Information

Does your event include the use of fireworks (i.e. fireworks, rockets, lasers, or other pyrotechnics)? **Yes** ☐ **No** ■

If yes, you will be required to obtain a fireworks permit from Pinal County Board of Supervisors prior to all fireworks exhibitions. Please describe pyrotechnics use: _____

_____

Will your event have overnight camping? **Yes** ☐ **No** ■ **Number of campsites:** _____

Will your event include any open fires (i.e. campfires, bonfires, etc)? **Yes** ☐ **No** ■

Note: Bonfires require a government agency sponsor; campfires must be less than 3 feet in diameter and 2 feet in height. Please describe types of fires that are planned:

_____

_____

***If your event will have fireworks and/or open fires you will be required to have on-site fire protection services from a fire department. Please provide a signed copy of the fire protection services contract with this application.

Section 10: Security and Medical Plan

Have you contacted Pinal County Sheriff's Office (PCSO) regarding the requirements for obtaining Deputies or private security staff to provide security for your event? **Yes** ■ **No** ☐
Do you have a contract in place for their services? Yes ☐ **No** ■

Please include a copy of all contracts with this application. Note: PCSO may require you to sign a contract for their services.

Number of PCSO personnel: 2 **Number of private security personnel:** 8

Has the sponsor contracted with a medical provider, such as an ambulance provider, a fire department or a private medical provider, for medical support for your event? Yes ■ No ☐

***If yes, please provide a copy of all contracts from the medical providers. The contracts must include 24 hour emergency contact information for on-site medical supervisors; number, size and operation hours of the medical stations; number of ambulances; number of personnel and work schedule; type of medical equipment and supplies utilized by medical personnel for the event.

Emergency contact for medical service provider DURING event: Name Dave McElligott Number 602-733-4925

Please indicate the following:

Total number of medical personnel for the event: 2 Number of Paramedics: 1
Number of EMTs: 1 Number of ambulances: 1 Number of helipads: ___ GPS coordinates of helipads: _____
Number of medical stations: 1 *Medical station shall provide basic necessities such as water, a place to lie down, a tent for protection, heating and/or cooling, etc.*
Mobile Medical Teams (a medical team = 1 Paramedic and 1 EMT)

Number of foot teams: _____ Number of cart teams: Number of bike teams: _____

Please note that Emergency Management and Public Health will work with you to create an efficient medical and emergency plan for your event.

Section 11: Insurance Requirements

The Pinal County Risk Manager, at Risk Manager's sole discretion, will determine insurance requirements for a Special Event following receipt of a Special Event Application/Permit. Insurance requirements apply to Special Event vendors, amusement ride companies and fireworks producers, their contractors and subcontractors as well as Special Event Owners/Sponsors. Requirements will depend, including but not limited to, on hazards and exposures associated with the specific Special Event.

Minimum required insurance shall be provided by companies licensed in the State of Arizona with a current AM Best, Inc. rating of A VII or better. Pinal County, its employees, volunteers and officials shall be named additional insured on all insurance policies except workers' compensation, and, except for automobile liability, Pinal County's additional insured status shall include premises liability and products/completed operations.

Coverage's shall be primary and non-contributory with respect to any other insurance available to Pinal County, its employees, volunteers and officials and shall include a waiver of rights of recovery or subrogation against Pinal County, its officials, volunteers and employees without limitation for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, this Special Event.

Original copies of certificates of insurance and additional insured endorsements must be received by Pinal County Risk Management at least fifteen (15) working days prior to the event.

Minimum insurance requirements for any Special Event requiring a Special Event Application/Permit are listed below. Additional insurance or insurance limits and conditions may be required at the sole discretion of the Pinal County Risk Manager. The minimum insurance requirements of Pinal County do not limit the indemnity provisions of this Special Event Application/Permit and agreements. Pinal County does not represent that the minimum required insurance is adequate to protect the interests of any Special Event Owner/Sponsor, producer, vendor, their contractors or subcontractors or any other person or entity.

MINIMUM INSURANCE REQUIREMENTS:

Commercial General Liability (occurrence form) including products/completed operations, premises liability, broad form property damage and contractual liability:

Small Event:	$1,000,000 per occurrence, $2,000,000 products/completed operations aggregate, $2,000,000 general aggregate
Large Event:	$3,000,000 per occurrence, $6,000,000 products/competed operations aggregate, $6,000,000 general aggregate
Very Large Event:	$5,000,000 per occurrence, $5,000,000 products/competed operations aggregate, $10,000,000 general aggregate

Other liability insurance if applicable:
Liquor Liability:

Small Event:	$1,000,000 per occurrence, $2,000,000 products/completed operations aggregate, $2,000,000 general aggregate
Large Event:	$3,000,000 per occurrence, $6,000,000 products/competed operations aggregate, $6,000,000 general aggregate
Very Large Event:	$5,000,000 per occurrence, $10,000,000 products/completed operations aggregate, $10,000,000 general aggregate
Fireworks production:	$3,000,000 per occurrence, $6,000,000 products/completed operations aggregate, $6,000,000 general aggregate
Carnival/amusement rides:	$3,000,000 per occurrence, $6,000,000 products/completed operations aggregate, $6,000,000 general aggregate

Automobile Liability Insurance: Covering any automobiles or trucks used for the event: $1,000,000 combined single limit including hired and non-owned auto

Workers' Compensation Insurance: Statutory limits and including Employer's Liability insurance of $1,000,000 each accident, $1,000,000 each disease and $1,000,000 disease policy limits

INDEMNIFICATION

In consideration of the approval of a Special Event Application/Permit by Pinal County, to the fullest extent permitted by law, the Special Event Owner/Sponsor ("Owner") shall indemnify, defend, save and hold harmless Pinal County, its officials, agents, employees and volunteers ("County") without limitation from and against any and all claims, actions, liabilities, damages, losses, or expenses including but not limited to court costs, attorneys' fees, and costs of claim processing, investigation and litigation relating to, arising from, resulting from or alleged to have arisen or resulted from, the Special Event or caused, or alleged to have been caused, in whole or in part, by the acts or omissions of the County or Special Event Owner/Sponsor or any of their officials, owners, directors, employees, agents, contractors, subcontractors, invitees, participants or volunteers. It is agreed that Special Event Owner/Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Special Event Owner/Sponsor agrees to waive all rights of subrogation against County for losses arising or resulting from the Special Event.

OTHER GENERAL RISK MANAGEMENT REQUIREMENTS:

County Property: This Special Event Application/Permit is for Pinal County property and shall not be construed as authorization for use of adjacent private or public property, grounds or land. Special Event Owner/Sponsor shall be responsible for obtaining all necessary permits or agreements.

Damage to Pinal County Property: Special Event Owner/Sponsor will promptly compensate or reimburse Pinal County the full amount of any damage to, or loss of use of, Pinal County buildings, facilities, grounds, lands, water or property caused by Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants. Compensation or reimbursement to Pinal County shall also include, but not limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Special Event Owner/Sponsor Property: Pinal County shall not be responsible for loss of, damage to, or loss of use of tangible or intangible property of Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants.

Section 12: Signature

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Pinal County Special Event Ordinance, and I understand that this application is made subject to the rules and regulations established by Pinal County. I agree to comply with all other requirements of the County, State and Federal Government and any other applicable entity that may pertain to the use of the Event venue and the conduct of the Event

Special Event Owner/Sponsor ("Owner"): (Print) Dave McElligott

Signature: David McElligott Date: 10/23/2024

Pinal County Special Event Coordinator: _____ Date: _____

_____
Chairman
Pinal County Board of Supervisors

ATTEST:

_____
Clerk of the Board

Revised 4/2021

PINAL COUNTY

PROPERTY OWNER/AGENT AUTHORIZATION FORM

I (property owner) Superstition Mountain Historical Society

hereby authorize (owner's agent) Superstition Mountain Museum

To make application to Pinal County for the following (description of work) _____

Native American Arts Festival

Assessor Parcel Number: 100-01-011D

Name of RV/PM/MH Park (if applicable): _____

Lot or Space # (if applicable): _____

Physical Address: 4087 E. Apache Trail

City/Town: Apache Junction State: AZ Zip: 85119

By signing this Form, I acknowledge and agree that I am not released from responsibility for: (1) the payment of any and all fees associated with the issuance of any permits, orders, notices or other approvals ("Approvals") by Pinal County pursuant to my agent's application; (2) the satisfactory completion of all work authorized by such Approvals in compliance with all applicable county, state and federal laws, codes, rules, regulations and requirements; and (3) correcting any violations of the terms and conditions of such Approvals issued by Pinal County pursuant to my agent's application.

Property Owner: Superstition Mtn. Historical Society Phone Number: 480-983-4888

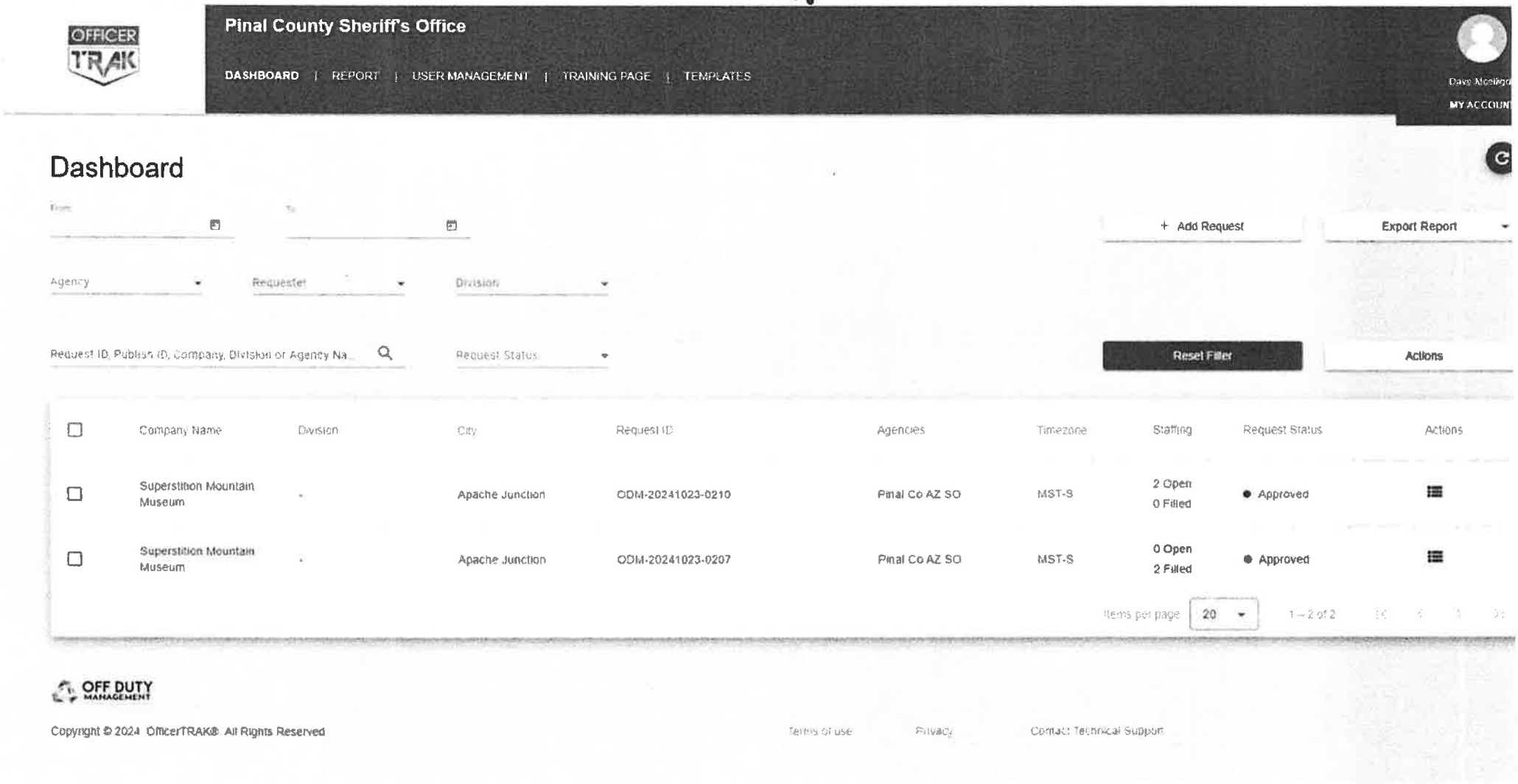
By (signature): [signature] Email: SMHS.Director@gmail.com

Name: David L. Rabbe Date: 10/26/24

Title: Treasurer


TRAINS
ENTERTAINMENT
VENDORS
RESTROOMS
VENDORS
SUPERSTITION MOUNTAIN
LOST DUTCHMAN MUSEUM
VENDORS
EMS SERVICES
HANDICAPPED PARKING
VOLUNTEER PARKING
WASH STATION
GUEST PARKING
FOOD TRUCKS
SECURITY COMMAND POST
VENDOR PARKING
STAFF PARKING
EXIT
ENTRANCE
GUEST PARKING
TRAFFIC CONTROL
TRAFFIC CONTROL
EXIT OVERFLOW LOT
ENTRANCE OVERFLOW LOT

SEP-025-24: Proof of Off-Duty Support



SEP-025-24: Proof of Payment for portable toilets

	Previous Balance			**$0.00**
	Total Payments			$0.00
	Service Location		**SUPERSTITION MUSEUM**	
	Acct #3300-69134-012		**4087 N APACHE TRL**	
1/19/2024	HAND WASH UNIT ON CALL - PT	5794465	(1.0000 @ $100.00)	$100.00
1/19/2024	ADA UNIT ON CALL - PT	5794465	(1.0000 @ $225.00)	$225.00
1/19/2024	HAND WASH UNIT ON CALL - PT	5794465	(2.0000 @ $140.00)	$280.00
1/19/2024	DELIVERY FEE - PT	5794465	(1.0000 @ $325.00)	$325.00
1/19/2024	SPECIAL EVENT UNIT ON CALL - PT	5794465	(2.0000 @ $199.00)	$398.00
1/19/2024	PT - ON CALL LUXURY TRAILER	5794465	(1.0000 @ $475.00)	$475.00
1/21/2024	PT - TOILET PUMP ON CALL	5794526	(1.0000 @ $40.00)	$40.00
1/21/2024	PT - TOILET PUMP ON CALL	5794526	(5.0000 @ $25.00)	$125.00
1/21/2024	PT - TOILET PUMP ON CALL	5794526	(1.0000 @ $200.00)	$200.00
	DAMAGE PROTECTION			$177.36
	FUEL & MATERIAL SURCHARGE			$650.40
	ARIZONA TRANSACTION PRIVILEGE TAX			$257.64
	3300-69134-012 Charges and Fees			**$3253.40**

SEP-025-24

Pinal County Air Quality Control District
Email: airquality@pinalcountyaz.gov
www.pinalcountyaz.gov
(520) 866-6929

PINAL COUNTY

Air Quality Special Event Checklist

This constitutes a checklist of issues that pertain to the duty to take reasonable precautions to prevent fugitive dust, required by District Rules §4-2-020 thru 4-2-050. While this review may assist, actual compliance with those "reasonable precaution" obligations can only be assessed by observation during the event. Additional measures may be requested and enforcement action may result if actual measures taken do not measure up to the "reasonable precaution" standard.

- Superstition Mountain Museum
  Applicant's Name (Please type or print)
- Native American Arts Festival — Name of the Event (Please type or print)
  Superstition Mountain Historical Society — Company Name (Please print)
- Dave McElligott
  On site contact name (this person must be available on site during the event)
- 0116027334925
  On site contact cell phone number
  Parcel # for Event Location: 100 (**Book**) 01 (**Map**) 0110 (**Parcel**)
- 4087 E Apache Trail
  Address of event
  Apache Junction
  City
  85119
  Zip Code
- David McElligott
  Applicant's Signature
  11/30/2024
  Date

DESCRIPTION OF EVENT

1. Please provide the dates of your event:
   01/18/2025 | 01/19/2025 | 01/19/2025
2. Please provide the time of day for each event:
   9-4pm | 9-4pm
3. How many people are expected to attend? 800/ per day
4. How large of an area will be utilized for the event? 3.0 acres (Square footage or acreage)
5. How large of an area will be utilized for parking? 2.5 acres (Square footage or acreage)
6. What type of surface is the parking area? ☐ Paved ■ Dirt ☐ Other
7. What type of surface are the roads leading to the event? ■ Paved ☐ Dirt ☐ Other
8. What length of ***dirt*** road will be utilized by people attending the event? Parking Lot Only (miles)

CONTROL MEASURES & WORK PRACTICES

1. Will water trucks be used? ☐ Yes ☑ No

2. Where will these water trucks be used?

- Length (miles) of road to be watered:
- Square footage or acreage of parking area to be watered:
- Amount of other areas to be watered:

3. List the size of each water truck to be used. (Gallons)

1 2 3 4 5 6

4. List the schedule for each water truck. (Time of day or attach a schedule)

1 2 3 4 5 6

5. How will the water trucks be filled? (Example: On site well, fire hydrant, Central Arizona Project water)

6. Have the appropriate permits/permissions been obtained for the water usage? ☐ Yes ☐ No

7. Will dust palliatives or soil stabilizers be used? ☐ Yes ☑ No If yes, list type/trade name:

8. How large of an area will soil stabilizers be applied to?

(Miles, square footage, acreage, or attach a map) Describe location

9. Describe any additional control measures. (Example: Plant grass in parking areas)

10. How large of an area will these additional control measures be applied to?

(Miles, square footage, acreage, or attach a map) Describe location

PINAL COUNTY AIR QUALITY USE ONLY

☒ The control measures listed appear to be sufficient, although additional control measures may be requested during the event.

☐ The control measures listed do ***not*** appear sufficient. The additional control measures listed below will be required.

Reviewer's Signature

Date 12-11-24

PINAL COUNTY

Environmental Health Services Special Event Notification

(To Be Completed by Event Coordinator)

Note: Temporary Food Booths are allowed only at special events no longer than 14 consecutive days. Events must have approval of the local municipality or Pinal County Community Development.

Name of Event: Native American Arts Festival

Event Duration: 01/18/2025 (Month/Day/Year) to 01/19/2025 (Month/Day/Year)

Hours of Operation: 9-4pm all liscensed by Pinal County

Note: Food Vendors should be set up and ready for inspection two hours prior to event.

Type of Event:

■ **Special Event** – a transitory public gathering that takes place at a specific location for a specific purpose that is associated with a fair, carnival, parade, circus, public exhibition, holiday celebration, or trade show.

☐ **Tasting Event** – events including but not limited to wine tastings, BBQ competitions, and chili cook-off's, in which an entrance fee entitles the consumer to food service in conjunction with the event and where there is no point of sale directly at the booths.

☐ **Grand Opening** – one-time events celebrating the opening of a new business.

☐ **Fundraiser** – one-time events where funds are raised for bona-fide charitable organizations.

☐ **Transitory Sporting Event** – one-time events such as annual soccer tournaments, baseball playoffs, etc.

Event Location: Superstition Mountain Museum

Event Location Address: 4087 E Apache Trail Apache Junction Az 85119

Event Contact Person / Food Coordinator: Dave McElligott **E-Mail:** smhs.giftshop@gmail.com

Sponsoring Organization: Superstition Mountain Historical Society **Phone #:** 480-983-4888

Sponsoring Organization Address: 4087 E Apache trail, Apache Junction AZ 85119

Expected Number of Mobile Food Vendors with annual permits from Pinal County Environmental Health: 4

Expected Number of Temporary Food Booths: 0

Please note which services that will be provided to vendors and how it will be provided:

■ Water	Water hose if needed
☐ Waste Water Disposal	
☐ Electricity	
☐ Grease Disposal	
■ Garbage	Dumpsters
☐ Toilets # 2	Portible Toilets with hand wash station

Please include a map of the event site with the location of all food booths, restroom facilities, animal venues such as petting zoos, and hand washing areas indicated.

Note: All Temporary Food Booth Vendors and a list of Mobile Food Vendors (with Pinal County permit numbers) must be received two weeks prior to the event.

FOR DEPARTMENTAL USE ONLY

EFT-_____

Date Application Reviewed:_____ Application Reviewed By:_____

Approval: ☐ Recommended ☐ Denied

Notes (Reason for Denial):_____

EMERGENCY ACTION PLAN

The Superstition Mountain Museum

Prepared: **September 21, 2024**

EMERGENCY PHONE

NUMBERS:

Staff must report all fire, criminal, and medical emergencies:

Emergency	911
Pinal County Sheriff:	(520) 866-8120 (Gold Canyon)
AJ Police Department:	(480) 982-8260
AJ Fire Department:	(480) 982-4440

Emergencies to be reported include:

- Fire
- Medical
- Severe Weather
- Bomb Threat
- Chemical spill
- Active Shooter

Calling In an Emergency

_Provide the following information:

- Nature of emergency giving as much information as possible
- Location of the emergency (address, location on grounds)
- Your name and phone number from which you are calling.

Emergency Evacuation Protocols

When evacuation is required in the building, it is important to evacuate everyone out of the building in a safe and efficient manner. Everyone should familiarize themselves with the closest exit to their workstation. As staff members, it is our responsibility to assist and ensure our visitors are all properly evacuated. EVERYONE MUST EVACUATE!

EMERGENCY ACTION PLAN

The Superstition Mountain Museum

Evacuation Procedures - Buildings

The following procedures should be followed in the event of a building evacuation.

- Safely stop all work in your area.
- Gather your personal belongings if safe to do so - necessities only, in the event you cannot return to your building such as keys, wallet/purse, cellphones and medications, and remember only if it is safe to do so.
- Proceed to the nearest exit.
- Proceed to the designated amphitheater and account for the employees that were working in your area.
- If you have information to offer in regard to the emergency, call 911 once you are in a safe location.
- Wait for instructions from Emergency Personnel.
- Never re-enter the building or work area until you have been instructed to by Emergency Personnel.

To help ensure the buildings are cleared, cashiers are to check the bathrooms and museum gallery, and storage rooms.

Evacuation Procedures - Grounds

The following procedures should be followed in the event the entire SMM grounds require evacuation:

- Follow building evacuation procedures to empty buildings and assemble staff and visitors.
- Emergency captains shall alert all visitors on the grounds of evacuation order instructing them to proceed calmly to their vehicles immediately and exit the parking lots safely.

Emergency Captains

Emergency Captains are assigned the task of checking the and confirming that they have arrived at the assembly location. Emergency captains should not leave the assembly area to find missing staff. The information regarding who is present and who is missing will be provided to the Emergency Personnel at their assembly

location. Emergency captains should create a list of museum staff and volunteers who were working at the time of the emergency.

Emergency Captains: (whoever is present at the time)

- Dave McElligott, Gift shop Manager {Primary)
- Jerry Bender, Buildings & Grounds
- David Raring, Financial Manager
- Peg Turner, Volunteer Coordinator
- Steve Campbell, Maintenance
- Dave Heaton, Maintenance

Weather Matrix for Production

THREAT	ALERT METHOD	FESTIVAL	STAGE	LED SCREENS	AUDIO	LIGHTS	SPOTS	FOH	VIDEO	BACK LINE
SURFACE WINDS IN EXCESS OF 50 MPH or TORNADO ACTIVITY	2 LONG AIR HORN BLASTS + RADIO COMMUNICATION	IMMEDIATE RETREAT TO SHELTER								
WINDS 40 MPH OR GREATER	1 LONG AIR HORN BLAST + RADIO COMMUNICATION	SHOW DELAYED AUDIENCE ADVISED TO SEEK SHELTER	OPEN ALL WALLS EVACUATE	LAND ANCHOR MESSAGE SYSTEM EVACUATE	MESSAGE SYSTEM LAND PA & DELAYS EVACUATE	ALL TRUSS FLATTENED TO ROOF EVACUATE	SECURE LIGHTS POWER OFF EVACUATE	POWER OFF EVACUATE	EVACUATE TO FIXED STRUCTURE	POWER OFF EVACUATE
LIGHTNING W/I 8 MILES	RADIO ALERT FROM PRODUCTION	SHOW DELAYED AUDIENCE ADVISED TO SEEK SHELTER	TAKE SHELTER	MESSAGE SYSTEM TAKE SHELTER	MESSAGE SYSTEM TAKE SHELTER	POWER OFF TAKE SHELTER	SECURE LIGHTS POWER OFF EVACUATE	POWER OFF TAKE SHELTER	POWER OFF TAKE SHELTER	POWER OFF TAKE SHELTER
WINDS NEARING 30 MPH	RADIO ALERT FROM PRODUCTION	MONITOR PROXIMITY	INCREASE STAGE VENTING	LAND ANCHOR	LAND PA & DELAYS	ALL TRUSS FLATTENED TO ROOF	SECURE LIGHTS POWER OFF EVACUATE	SECURE GEAR AND MONITOR CONDITIONS	SECURE GEAR AND MONITOR CONDITIONS	SECURE AND COVER GEAR
WINDS GREATER THAN 20 MPH	RADIO ALERT FROM PRODUCTION	MONITOR PROXIMITY	VENT STAGE	LAND	MONITOR PA SWING	MONITOR RIG SWING	MONITOR SWAY	SECURE GEAR AND MONITOR CONDITIONS	SECURE GEAR AND MONITOR CONDITIONS	SECURE AND COVER GEAR
STROM / LIGHTING TRACKING TOWARDS SITE W/I 20 MILES	RADIO ALERT FROM PRODUCTION	MONITOR PROXIMITY	MONITOR PROXIMITY	MOTOR CONTROLERS AT READY	MOTOR CONTROLERS AT READY	MOTOR CONTROLERS AT READY	PREPARE TO SECURE	SECURE AND COVER GEAR	SECURE AND COVER GEAR	SECURE AND COVER GEAR
RAIN EVENT TRACKING TOWARDS SITE W/I 20 MILES	RADIO ALERT FROM PRODUCTION	MONITOR PROXIMITY	MONITOR PROXIMITY	SECURE AND COVER GEAR	SECURE AND COVER GEAR	SECURE AND COVER GEAR	PREPARE TO SECURE	SECURE AND COVER GEAR	SECURE AND COVER GEAR	SECURE AND COVER GEAR
ALL CLEAR	RADIO ALERT	WEATHER IS ALL CLEAR - ALL AREAS CAN RESTORE NORMAL ACTIVITES								

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Superstition Fire & Medical District
Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone| (480) 982-4440 *Website | sfmd.az.gov*

November 20, 2024

Dave McElligott– Assistant Director
Superstition Mountain Museum
4087 N. Apache Trail
Apache Junction, AZ 85119
giftshop@superstitionmountainmuseum.org
Phone: 602-733-4925

2025 Native American Arts Festival; Medical Staffing Agreement

Dave McElligott,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Native American Arts Festival on January 18th & 19th, 2025. This joint agreement between the Superstition Mountain Museum and the Superstition Fire & Medical District is only valid for the scheduled January 18th & 19th, 2025 events. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services as required by the Pinal County Special Event Permit.

Both parties agree upon the following obligations as per the execution of this agreement for services:

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider, and one (1) State Certified EMT, basic level provider, to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday & Sunday, January 18 & 19, 2025 from 9:00 am until 4:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contacting the Mesa Regional Dispatch Center to request additional resources for treating or transporting patients at the event.

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5. Provide for the disposal of medical waste or other biohazard materials generated by treating patients at the event.

Superstition Mountain Museum Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 18, 2025, & Sunday, January 19, 2025, from the hours of 8:00 am until 4:30 pm (8.5 hours total per provider) per Schedule 'A' (attached).
2. Provide a secure and centralized location for staging an Emergency Vehicle. This location should have direct access in and out of the festival grounds to avoid any delays in the transportation of patients or response of additional emergency vehicles.
3. Signage to identify the medical aid service's location.
4. Provide radio equipment to facilitate communications between the medical aid station staff, the event security staff, and the event coordinators throughout the duration of the event.
5. Provide unobstructed access at all times for emergency vehicle traffic into the event.
6. The hand washing station is equipped with water and hand soap/sanitizer and is located within the medical aid station.

Miscellaneous Provisions:

1. Indemnification: To the fullest extent permitted by law, Superstition Mountain Museum shall defend, indemnify, and hold harmless the Fire District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Superstition Mountain Museum, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance the Superstition Mountain Museum may be legally liable. Nothing herein shall be construed to modify the gross negligence standard in A.R.S. § 48-818.

2. Non-appropriation: This Agreement shall be subject to available funding for the Fire District, and nothing in this Agreement shall bind the Fire District to expenditures more than funds appropriated and allotted for the purposes outlined in this Agreement.

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If parties agree upon all conditions and obligations, the Fire District and Superstition Mountain Museum, this document, and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and payment receipt must be received before the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119, for this agreement to remain valid.

Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

Superstition Fire and Medical District

Board Chair: Signed by: Kathleen Chamberlain 2E1006749D32499...

Printed: Kathleen Chamberlain

Board Clerk: DocuSigned by: Connie Van Driel 98EB0CECDE81421...

Printed: Connie Van Driel

Native American Arts Festival

Agent: DocuSigned by: Dave McElligott 3AD19CBC3B17468...

Printed: Dave McElligott

Co-Agent: _____

Printed: _____

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Superstition Fire & Medical District
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Phone| (480) 982-4440 *Website | sfmd.az.gov*

SCHEDULE 'A'

Cost based on two personnel for a total of 8.5 hours each (8:00 am through 4:30 pm) [1.5 hours for travel, and pre- and post-event for set-up and take-down]

Personnel costs for each person who may work at the event: Cost of 8.5 hours

• Certified Paramedic	$85/hour	$722.50
• Certified EMT	$75/hour	$637.50

Apparatus Cost (0800-1630) 8.5 hours

• Fire Apparatus	$50.00/hour	$425.00

Total Cost: (Personnel cost/hour plus apparatus cost/hour) $1785

*These costs represent average overtime rates for personnel based on current SFMD special event overtime rates. If needed, these costs can be used to calculate additional resources.

Upon provision of services, the Superstition Fire & Medical District will invoice the total cost based on the personnel who work at the event, as displayed above. The Invoice is payable within 30 days of receipt.

SUPEMOU-01 KKIMBLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2024

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Kelley Kimble	
A and H Insurance, Inc. 288 N Ironwood Dr #111 Apache Junction, AZ 85120	PHONE (A/C, No, Ext): (480) 982-0273	FAX (A/C, No): (480) 646-1006
	E-MAIL ADDRESS: kkimble@aandhins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins. Co	18058
INSURED	INSURER B :	
Superstition Mountain Historical Society Inc. P O Box 3845 Apache Junction, AZ 85117	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 REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PHPK2602229-004	11/1/2024	11/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Museum and Historical Society.

Special Event: Native American Arts Festival, January 18, 2025. Pinal County, its officials, officers and employees are Additional Insureds per CG 20 26 04 13. Waiver of Subrogation in favor of Pinal County applies as required in written contract per PI-GLD-MK (03/12).

CERTIFICATE HOLDER

Pinal County
Attn Risk Management
P O Box 2088
Florence, AZ 85132

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

Kelley J Kimble

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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

Name Of Additional Insured Person(s) Or Organization(s):
Pinal Co., It's Officials, officers & employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: CULTURAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Premises Rented to You	$1,000,000	2
Personal and Advertising Injury – Televised or Videotaped Publication	Included	3
Medical Payments	$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	$5,000	4
Supplementary Payment – Loss of Earnings	$1,000 per day	4
Employee Indemnification Defense Coverage	$25,000	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	5
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	5
Additional Insured – Lessor of Leased Equipment	Included	5
Additional Insured – Vendor	Included	6
Additional Insured – As Required by Contract	Included	7
Additional Insured – State or Political Subdivisions	Included	7
General Aggregate Per Location	Included	7
Duties in the Event of Occurrence, Claim or Suit	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8

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A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g.** (2) is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

C. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following.

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A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1)(a)(ii)** is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

D. Personal and Advertising Injury – Televised or Videotaped Publication

1. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Subsection **2. Exclusions**, Paragraphs **b.** and **c.** are deleted in their entirety and replaced by the following:

   b. Material Published With Knowledge Of Falsity

   "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity.

   c. Material Published Prior To Policy Period

   "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

2. **SECTION V – DEFINITIONS**, Paragraph **14.** Is deleted in its entirely and replaced by the following.

   "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

   a. False arrest, detention or imprisonment;

   b. Malicious prosecution;

   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

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d. Oral, written, televised, or videotaped publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, televised, or videotaped publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress, slogan, title, or slogan in your "advertisement."

E. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

a. $20,000; or

b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, **COVERAGE C MEDICAL PAYMENTS,** Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

F. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirely and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

G. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B are amended as follows.

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

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H. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

I. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

Each of the following is also an insured:

1. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by your or performing duties related to the conduct of your business.

   This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

2. **Broadened Named Insured –** Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

3. **Funding Source** – Any person or organization with respect to their liability arising out of:

   a. Their financial control of you; or

   b. Premises they own, maintain or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

5. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or

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organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

6. **Vendors** – Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

(1) “Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Sub-paragraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

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7. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

8. **State or Political Subdivisions –** Any state or political subdivision as required, subject to the following provisions:

   a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

   b. This insurance does not apply to:

      (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

      (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

J. General Aggregate Per Location

SECTION III – LIMITS OF INSURANCE, Paragraph **2.** Is amended to include the following additional provision:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

K. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

Item **a.** is amended to include:

This condition applies only when the “occurrence” or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Item **b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

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(3) An executive officer or insurance manager, if you are a corporation.

L. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

N. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is deleted in its entirety and replaced by the following:

"Bodily injury":

a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14.b.** is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

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Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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