

# City of St. Helens

## CONCESSION AGREEMENT

(aka: Revocable License Agreement)

**THIS REVOCABLE LICENSE AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Licenser, City of St. Helens, a municipal corporation of the State of Oregon, (hereinafter referred to as "City"), and **COLUMBIA RIVER BMX**, (hereinafter referred to as "Licensee"), for **BMX Racing at the BMX Track at McCormick Park** (Event).

### RECITALS

A. The City owns or controls certain real property depicted in Exhibit A attached hereto and made a part hereof by this reference, comprising **McCormick Park BMX Track** including associated parking areas and public rights-of-way, being and situated in the City of St. Helens, Columbia County, Oregon.

B. City desires to have an attractive, clean and inviting commercial business operate in the above-described location.

C. The use and occupancy of the portion of the public property identified in Exhibit A (hereinafter referred to as "concession area") by a commercial business pursuant to a valid Concession Agreement is consistent with the purpose of such public property.

D. Licensee is a currently licensed business enterprise in the City of St. Helens [Business License No. **3592**] and has requested permission to operate its commercial business utilizing a portion of the above-referenced property more particularly described and shown in the concession area.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. RECITALS: The above statements are true and correct and are incorporated herein by this reference.

2. CITY RESPONSIBILITY-GRANT OF LICENSE: City hereby grants and delivers and Licensee hereby accepts this license for use of the concession area, subject to the conditions, covenants and terms of this Agreement. Licensee shall be permitted to take occupancy of the concession area on June, 25, 2021 or sooner if mutually agreed between Licensee and City. Licensee shall have the right to operate and maintain an exclusive concession within the described concession area. The purpose of the license is the use of the property as a place to sell beer by the bottle and wine by the glass available to the general public.

Notwithstanding this exclusive grant, the property shall be used and maintained for the public purpose for which the property is held or controlled by the City; accordingly, the license is subject to all the terms, covenants, conditions and restrictions in the property deed and as otherwise recorded in the official records. As such, the public shall be authorized in the use of and the ingress and egress across all the concession area, subject to reasonable restrictions and conditions set forth in this Agreement.

3. LICENSEE RESPONSIBILITIES: The Licensee shall manage, operate and maintain the concession area as follows:

- (1) Operate the concession in accordance with all applicable provisions of the Oregon Revised Statutes, and rules and regulations promulgated by the Oregon Liquor Control Commission;
- (2) Operate the concession in accordance with this Agreement for the sole purpose of selling registrations, memberships, booth space, bicycle parts/accessories, non-alcoholic beverages, and snacks as more fully stated in Exhibit B attached hereto and incorporated by this reference;
- (3) Comply with all applicable federal, state and local laws, rules, and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability;
- (4) Comply with the Americans with Disabilities Act, all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by the Licensee;
- (5) Provide an irrevocable right of entry to permit inspection by City representatives and other governmental authorities for purposes of regulatory compliance inspection and determination determine compliance with this Agreement and the general condition of facilities. City reserves to itself the irrevocable right-of-entry for the inspection of the premises to determine compliance with this Agreement and the general condition of the facilities.
- (6) Obtain all federal, state and local permits, licenses and authorizations necessary for the management, operation and maintenance envisioned by this Agreement and the proposal;
- (7) Provide adequate security measures to prevent the unauthorized use of the concession area, facilities, grounds and protect the vested interests of Licensee and City;
- (8) Employ clean, courteous, and appropriately licensed and trained personnel to provide the best possible service to the patrons;



(9) Maintain all the grounds, improvements, facilities, assets and fixtures contained therein, within the concession area in good repair and in safe, sanitary, clean, and attractive condition that is acceptable to and approved by the City. All improvements must meet local and state code and all work must be performed by appropriately licensed contractors;

(10) Inspect, repair and maintain on a monthly basis the fire extinguishers and comply with all fire safety guidelines and recommendations as mandated by the Building Department and the Fire District as part of their periodic safety inspections;

Licensee is not authorized to make physical improvements or alterations to City property or to install fixtures thereon without the express written authorization of the City Engineering Manager and City Administrator. Improvements may only be made in accordance with approved plans. Licensee is not authorized to make application for site design review or any other land use or building department permit concerning City property. Physical improvements or installation of fixtures shall, upon termination of this license, become the property of the City and shall be treated as donations to the City, free of any encumbrances.

4. DURATION: The duration of the License / Concession granted by this Agreement is for only: ☐ the following days: \_\_\_\_\_; or ☒ the season commencing on May, 1, 2021 and terminating on September, 30, 2021. Subsequent dates or seasons shall require a new agreement. The obligations of the Licensee continue until full payment of all financial obligations is received by the City and the resolution of any claims.

5. TERM: The term of this Agreement shall commence upon approval and execution by both City and Licensee and shall terminate on September, 30, 2021, unless administratively extended in writing as provided for herein. The City Administrator may extend this Agreement by twelve (12) months by indicating in writing to Licensee that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective upon receipt of a document from an authorized representative of Licensee consenting to the extension under the same terms and conditions.

6. PAYMENT: Licensee shall pay the City no less than **fifteen percent (15%)** of gross revenues from sales derived from Licensee's use of the concession area. Payment shall be made within ☒ five working days of the end of the single or multiple day event; or ☐ monthly during the season for which the concession is granted. For monthly payments, payments shall be made on or before the 10th day of each calendar month, for the previous month. Payments shall be made in cash to "City of St. Helens" either in person at City Hall or first class mail delivered to 265 Strand Street, St. Helens, OR 97051. Licensee shall demonstrate to the satisfaction of the City Financial Officer or City Administrator that the payment is the correct amount by producing evidence of gross sales, including the right of access by City to books and financial records. All required payments must be made and verified by the City before any new license / concession will be authorized with the Licensee.

7. UTILITIES/TAXES: Licensee shall pay all taxes associated with the performance of this Agreement. Licensee shall pay or reimburse the City for all actual utility and service costs, including specifically electric power, water, sewer, and garbage service, as applicable.

8. ANNUAL REPORT: As a prerequisite to grant of a new License Agreement, Licensee shall submit an Annual Report from the preceding season, if commercial activity was conducted in the City, and the report shall contain at a minimum the following information:

- a. Gross sales, expenses and net receipts certified for accuracy by the authorized agent of the applicant; and
- b. Authorized physical improvements made to the concession area during the preceding twelve months; and
- c. Authorized expenditures for maintenance, including lighting, if any.
- d. A summary of the improvements attached to the concession area including the date work was performed, who performed the work, the cost of labor and materials, contract specifications, as-built drawings and applicable product literature.

9. INSURANCE: Licensee shall procure and maintain insurance in accordance with the requirements of the attached and incorporated Exhibit C in full force and effect throughout the term of this Agreement. Licensee shall provide the City with copies of said insurance certificates and shall name the City as an additional insured. Any request to modify or waive the insurance requirements stated herein must be approved in writing by the City Council or the delegated Contracting Officer.

10. RELEASE/HOLD HARMLESS: Licensee, for itself, its agents and employees, does hereby agree for themselves, their heirs, executors, administrators, successors and assigns, to release and forever discharge the City, its officers, directors, agents and employees, successors and assigns, from any and all claims or causes of action which Licensee, its agents and employees now has or which may hereinafter accrue against the City of St. Helens, in connection with or arising out of the activities permitted by this license/concession, including without limitation, property damage, personal injury or death.

Licensee, for itself, its agents and employees shall hold harmless, indemnify, and defend the City of St. Helens, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity, including Licensee, arising from, during or in connection with the Licensee's entry onto and use of City property, except liability arising out of the sole negligence of the City or its employees. Such indemnification shall also cover claims brought against the City under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.



11. TERMINATION:

(1) All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days notice in writing and delivered by certified mail. In the event of termination of the Concession Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.

(2) Subject to Section 12, the City shall have the right in its sole discretion, to terminate this Agreement for cause by giving written notice to Licensee. "Cause" means any failure to perform any of the obligations or requirements of this Concession Agreement, including any specified default provision or any other violation of the terms of this Concession Agreement.

(3) Except as provided in paragraph (4), termination shall not occur less than ☐ 24 hours or ☒ 7 days after written notice to the Licensee or the City.

(4) Notwithstanding any other provision in this Agreement, City may terminate this Agreement immediately upon Licensee's failure to have in full force and effect any insurance required by Exhibit C to this Agreement. The City may provide the Licensee an opportunity to secure replacement insurance, (not to exceed 48 hours) but the concession area shall not be used, occupied, operated or maintained for any reason whatsoever while Licensee's required insurance protection is not in full force and effect.

(5) Notwithstanding any other provision in this Agreement, in the event of termination, City may at its option and sole discretion, direct Licensee to remove any or all improvements, equipment, and furnishings installed pursuant to this Agreement.

(6) All responsibilities of Licensee under Sections 6, 7, and 10 shall survive termination.

12. DEFAULT: The Licensee may be declared in default by the City if:

(1) Licensee vacates, deserts or abandons the premises for a period of seven (7) days or more; or

(2) Licensee fails to keep the premises in a safe and sanitary condition for a period of ☐ 24 hours or ☒ 7 days or more; or

(3) Licensee fails to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the federal, state, county, city government and special district, including specifically health department regulations, fire and building code and Planning Department; or

(4) Licensee becomes insolvent; or

(5) A voluntary or involuntary petition in bankruptcy is filed by or against the Licensee; or

(6) A receiver is appointed to take charge of the Licensee's affairs, or

(7) Licensee fails to maintain and provide access to adequate financial records. City will protect the confidentiality of the Licensee's financial records to the extent allowed by law except where access to such records is material to pending litigation.

In such event or events of default as set forth above, whether this Agreement shall be terminated or not, the Licensee agrees to surrender to the City the entire concession area immediately upon notice of default and the City may immediately remove the Licensee or any other person who may be occupying the premises without resort to courts for an Order sanctioning such action. Removal includes complete removal of personal property using City forces, or pursuant to this contract.

13. SURRENDER: Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the premises in as good or better condition and order as was originally received, except for typical wear and tear. Surrender is considered complete only upon approval of site conditions as determined by the City. City will inspect site within 48 hours of receipt of written notice from Licensee of readiness for inspection. The 48 hour period does not apply to Saturday, Sunday, or any recognized City holiday.

Upon expiration, abandonment, termination, or cancellation of this Agreement for any cause, Licensee shall immediately quit the premises and shall remove its personal property not affixed to the land and leave the site in a clean and tidy condition acceptable to the City. Any personal property not removed within that time shall be deemed abandoned and shall become at once the property of the City. Any buildings, alterations, or other improvements affixed to the land, except for movable furniture and trade fixtures, shall become a part of the land and shall belong to the City upon the expiration or termination of this Agreement for any cause. In the event of termination of this contract prior to its expiration for reasons other than breach, or default on the part of Licensee or other than abandonment by Licensee or other than for cause, or other than wrongful termination or repudiation by Licensee, City shall pay Licensee such sums as the parties agree represent the reasonable value of improvements made by Licensee on the property and existing at the time of termination of this Agreement, provided such improvements were made with authorization. Licensee shall in such event accept said sum in satisfaction of any claim. If the parties cannot agree on the value, the matter shall be resolved as provided in Section 14 - Dispute Resolution.

#### 14. DISPUTE RESOLUTION:

14.1 The parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in the Portland, Oregon metropolitan area, and the mediation fees and mediator's expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

14.2 Subject to Section 14.1, all legal and equitable disputes and controversies arising from or related to this Agreement shall be submitted to arbitration under the auspices and rules



and procedures of the Arbitration Service of Portland, Inc. The parties may agree in writing that the arbitration be held before an arbitrator not affiliated with the Arbitration Service of Portland; however, in any event, the rules and procedures of the Arbitration Service of Portland will be applied to any arbitration between the parties. The party prevailing in the arbitration shall also recover such amounts for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. The Arbitration Award shall be final and binding on the parties to the furthest extent allowed by law. Nothing herein, however, shall prevent a party to this Agreement from resorting to a court of competent jurisdiction to obtain injunctive relief.

15. NOTICE: All notices and correspondence shall be made in writing and may be given by personal delivery or by mail. Notices and correspondence sent by mail should be addressed as follows:

City: City of St. Helens  
Attn.: City Administrator  
265 Strand Street  
St. Helens, Oregon 97051  
Phone: 503-366-8211  
Fax: 503-397-4016

Licensee: **Columbia River BMX**  
**315 Columbia River Highway**  
**St. Helens, OR 97051**  
**Phone: 503-397-4900**  
**Fax: 503-397-9784**

new address is 305 S Columbia River HWY

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

17. ASSIGNMENT/DELEGATION: Licensee shall not assign, sublet, transfer any interest in, or delegate any duty under this Agreement without the written consent of the City, and no assignment or delegation shall be of any force or effect whatsoever unless and until the City has so consented.

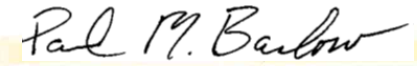
18. EMERGENCY: Nothing in this Agreement prohibits or restricts the power of the City governing body, the Mayor, the Director of Parks, Police Chief or other City official from adopting or promulgating rules necessary to regulate the time, manner and place of public access to public facilities or property in order to address an emergency.

19. MERGER: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed either as individuals, or by their officers, thereunto duly authorized.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Columbia River BMX**

A handwritten signature in black ink, appearing to read "Paul M. Barlow", is written over a horizontal line.

**Paul Barlow**

**City of St. Helens:**

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**John Walsh**

**City Administrator**

City of St. Helens

265 Strand Street

St. Helens, Oregon 97051

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**Dave Elder**

**Public Works Supervisor**

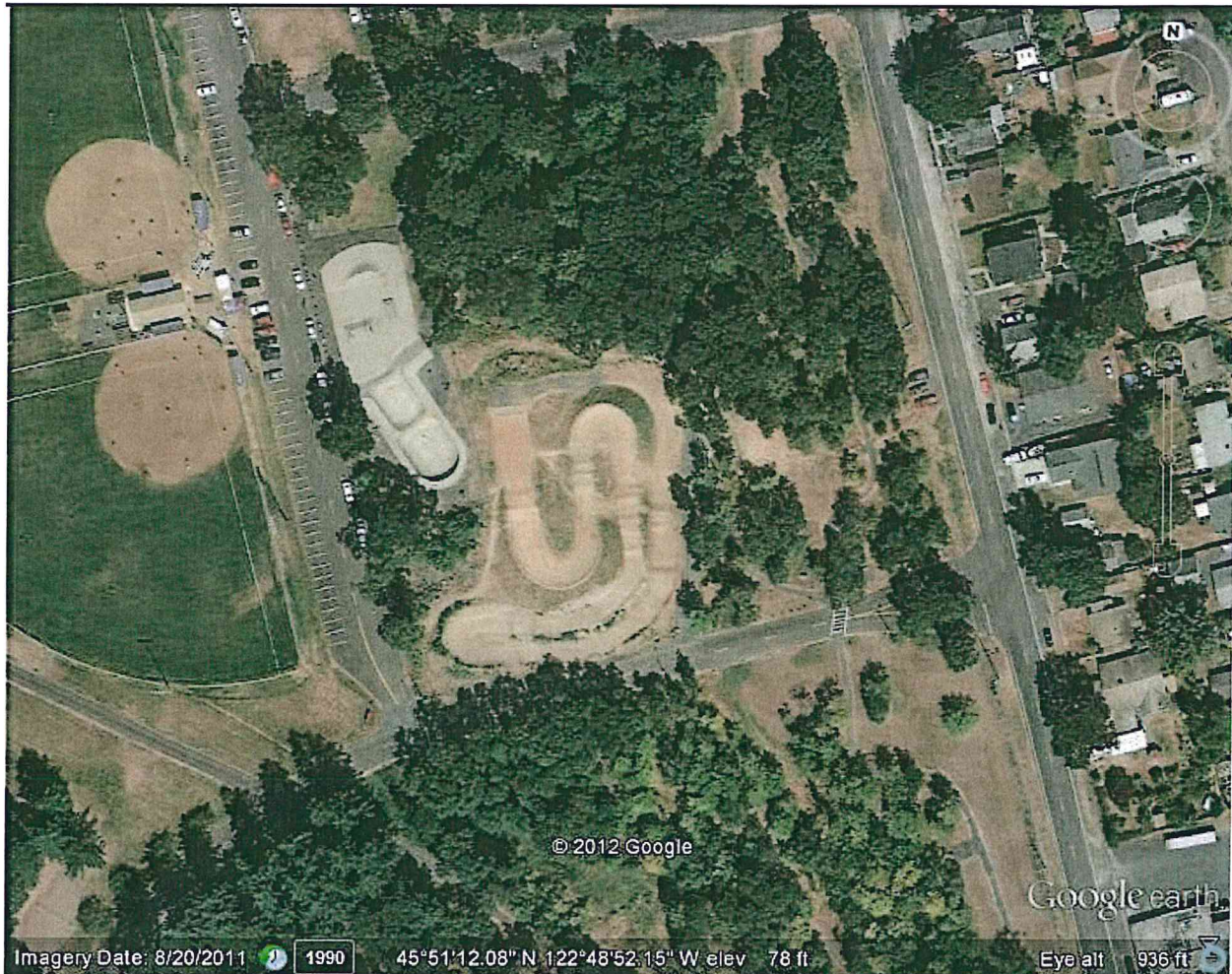
City of St. Helens

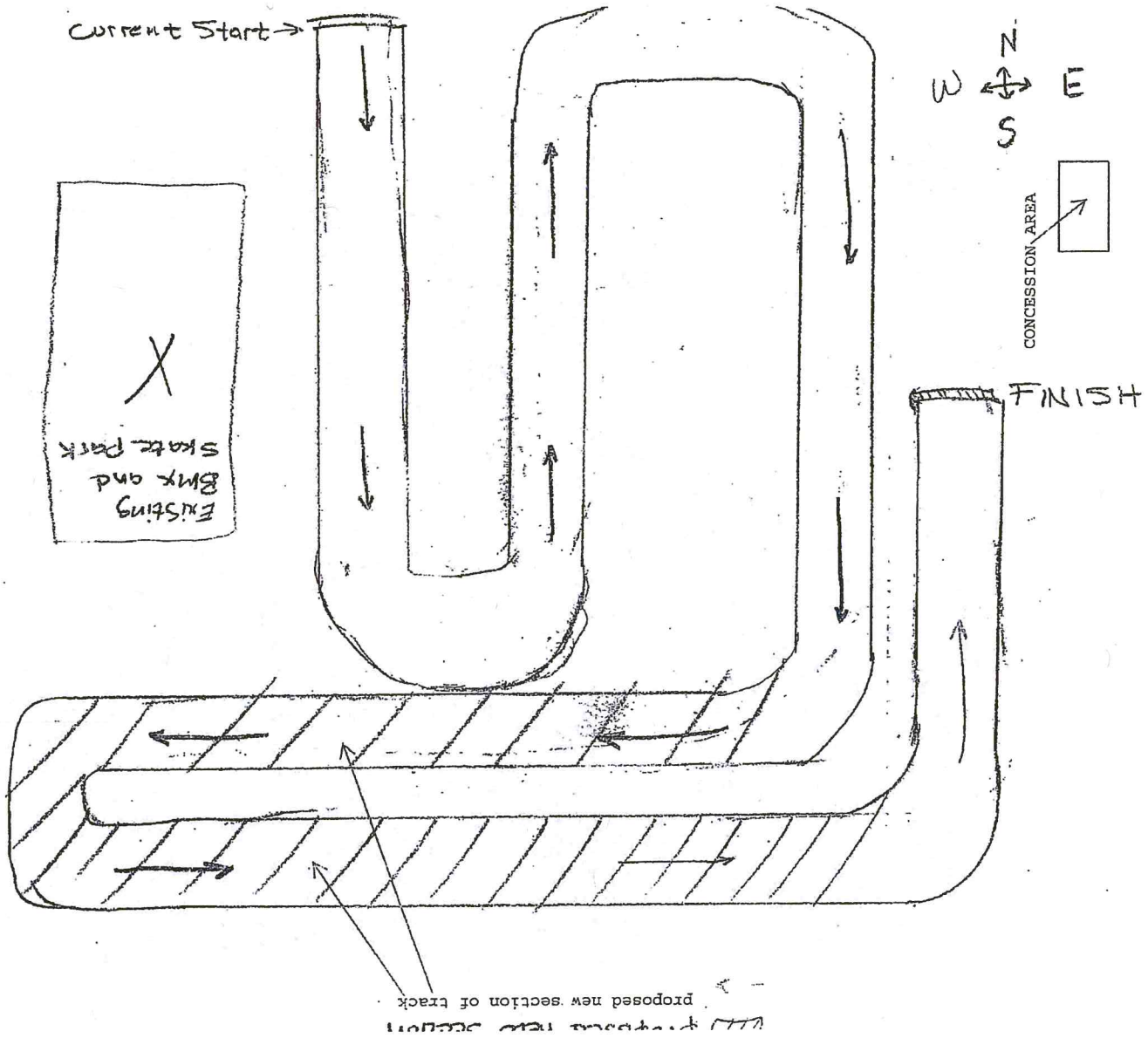
265 Strand Street

St. Helens, Oregon 97051



Exhibit A - Concession Area







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Exhibit B - Proposal Documents

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## Fees Schedule

Description	Cost
Race Registration Fee	\$8.00 per event
ABA Membership Fee	\$60.00 per year
Vendor Booth Fee	\$40.00 per event
Bicycle tubes	\$8.00
Number plates	\$15.00
Gloves	\$25.00
Soda/Water	\$1.00
Chips	\$1.00
Cookies	\$1.00
Granola bars Clif Bar	\$1.00
Power bars	\$1.00
Licorice	\$0.10ea or (3) for \$0.25
T-shirts	\$15.00 \$20.00
Gatorade/Powerade	\$2.00 \$2.00
Hot dog	\$3.00
Hamburger	\$4.00
Otter pops	\$0.50ea
Candy	\$1.00

## EXHIBIT C - INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Injury	\$1,000,000	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$1,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000	NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator  
City of St. Helens  
P.O. Box 278  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2021

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).

<b>PRODUCER</b> USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix AZ 85016	<b>CONTACT NAME:</b> Claudia Serrine <b>PHONE (A/C, No, Ext):</b> 602-279-5800 <b>E-MAIL ADDRESS:</b> claudia.serrine@usi.com <b>FAX (A/C, No):</b>
<b>INSURED</b> American Bicycle Association dba: USA BMX 1645 W Sunrise Blvd Gilbert AZ 85233	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 18058

**COVERAGES****CERTIFICATE NUMBER:** 1597582171**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2243043	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2243043	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB758095	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)**

Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.

RE: Columbia River BMX #1641

**CERTIFICATE HOLDER****CANCELLATION**

City of Saint Helens  
265 Strand St; PO Box 278  
Saint Helens OR 97051-0000

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

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

**Additional Insured/Waiver of Subrogation/Primary & Non-Contributory**

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but 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(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

All other terms and conditions of this Policy remain unchanged.



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

3. Sponsors

4. Co-Promoters

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that, notwithstanding anything to the contrary in paragraph 8. Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, in the event of any payment under this policy, we waive our right of recovery against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

All other terms and conditions of this Policy remain unchanged.