

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this 28 day of October 2016, by and between the City of Garden Grove (hereinafter "CITY"), and SoCal Street Hockey, (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. GARDEN GROVE UNIFIED SCHOOL DISTRICT (hereinafter DISTRICT) has various school sites throughout CITY, including Chapman Hettinga Adult School, commonly known as Chapman Sports Complex, located on Chapman Avenue and Knott Avenue, Garden Grove, California, which the open space areas are available to the CITY pursuant to a use agreement and through which the CITY maintains community recreational usage.
2. CITY desires to receive assistance from LICENSEE in establishing street hockey activities at a park facility in Garden Grove. LICENSEE desires to organize and conduct hockey and other recreational activities.
3. The purpose of the street hockey rink is to provide playing areas for both league play and general public use, at Chapman Sports Complex.
4. Subject to the terms contained herein, LICENSEE desires to lease and maintain the street hockey rink involving an oval structure approximately 150' x 75' consisting of four foot high wooden walls, with additional fence extensions on both ends to an approximate total height of approximately 10 feet. LICENSEE is organized and operated for the purpose of sponsoring and conducting youth and adult street hockey activities and other recreational activities.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years effective on the date of execution of this Agreement, and shall terminate on October 28, 2019, unless terminated as provided herein. The CITY may, at its sole option and sole discretion, renew this License for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make this facility both a public service and commercial success. Approval of renewal of this Agreement shall be based on performance of LICENSEE in providing the desired public service.
2. SoCal Street Hockey, Inc. LICENSEE, represented by and through Terry Cox, desires to and shall provide recreational opportunities at street hockey rink, for use by LICENSEE and other members of the public; and maintain the equipment and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.

LICENSEE's operations or other use of the Facility by LICENSEE and expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for LICENSEE's intended use of the Facility.

- 3.2 LICENSEE shall manage, operate and maintain the Facility at Chapman Sports Complex for hockey-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the Facility in a clean and safe condition for the operation of hockey activities; ensure that the Facility is adequately staffed, including officials and a site manager present at all times that the Facility is open; also have the ability to operate and maintain a concession area and pro shop-related to equipment and merchandise involving hockey activities.
- 3.3 LICENSEE will fully and promptly pay for all materials joined or affixed to the Facility under the authority or direction of LICENSEE, and fully and promptly pay all persons who perform labor upon the Facility. LICENSEE shall not allow or permit to be filed or enforced against the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY or the Garden Grove Unified School District with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY and the School District from all obligations and claims made against City or the School District for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's liens or stop notice for works performed for LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
- 3.4 NONEXCLUSIVE USE. LICENSEE's use of the Facility will not be exclusive, but will be made available to the CITY at times when not being utilized by LICENSEE, as approved by the CITY.
- 3.5 UTILITIES. LICENSEE shall maintain and pay for all utilities associated with the Facility at LICENSEE's sole expense.
- 3.6 LICENSEE STAFFING. LICENSEE shall provide trained, competent staffing to manage and operate the Facility in a professional and safe manner. LICENSEE shall provide for trained officials for the conducting of League, Tournament and other hockey activities. These officials shall be tested and monitored by LICENSEE management staff. Hockey officials shall wear a prescribed uniform while officiating hockey activities. Hockey officials shall also be encouraged to sign a release form stating that they are aware of the possible hazards and shall release CITY and LICENSEE of all liability. At any time when the Facility is in operation by LICENSEE, LICENSEE shall provide for site supervision at all

prescribed uniform while officiating hockey activities. Hockey officials shall also be encouraged to sign a release form stating that they are aware of the possible hazards and shall release CITY and LICENSEE of all liability. At any time when the Facility is in operation by LICENSEE, LICENSEE shall provide for site supervision at all times, including during rental of the Facility for team practices and other events by outside organizations.

- 3.7 SIGNS AND ADVERTISEMENTS. LICENSEE shall provide and prominently display in locations approved, in writing, by the COMMUNITY SERVICES DIRECTOR, signs identifying the type of service and merchandise available at the Facility as well as LICENSEE's name, the operation schedule of the Facility, and the items and prices of all products and services available at the Facility.

CITY shall approve any signs, advertisements or promotional material provided by LICENSEE in advance, and in writing. CITY shall have the right to require removal or refurbishment of any sign or advertisement previously approved. CITY is not required to provide any signs. However, any signs provided by CITY shall be prominently displayed by LICENSEE in a location to be determined by CITY.

- 3.8 SCHEDULE OF OPERATIONS. The hours of operation shall be 7:00 a.m. through 10:00 p.m. All activities shall cease by 10:00 p.m., and all persons shall vacate the grounds by 10:30 p.m.

Before commencing operation each calendar year under the terms of this Agreement or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 7:00 a.m. through 10:00 p.m.

LICENSEE shall not deviate from the permitted hours of operation without the prior written approval of CITY.

4. PAYMENTS BY LICENSEE.

- 4.1 LICENSEE shall pay the City five hundred dollars (\$500.00) per month for the privilege to use the FACILITY as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

LICENSEE shall, within twenty (20) days following the expiration or sooner termination of this Agreement, pay to CITY any and all sums due.

- 4.2 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of ten percent (10%) on the outstanding unpaid balance, or \$25.00, whichever is greater. If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the COMMUNITY SERVICES DIRECTOR at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in

the sum of fifty dollars (\$50.00) in addition to the applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.

- 4.3 LICENSEE shall maintain all books, documents, papers, employee time facility sheet, accounting records, and other evidence pertaining to fees and revenues generated in the operations of the Facility, and shall make such records and materials available at its offices for inspection by CITY at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement. LICENSEE shall furnish copies of all such materials to CITY upon request. CITY agrees to maintain the confidentiality of all such records to the fullest extent of the law.
5. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.
 - 5.1. LICENSEE shall maintain the area up to fifty (50) feet surrounding the Facility, including the area around and underneath the bleachers, in a clean and sanitary condition to the satisfaction of the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.
 - 5.2. LICENSEE shall provide maintenance for the restroom facility. Restrooms are to be cleaned weekly or as often as necessary to maintain them in a clean and sanitary condition. All graffiti is to be removed from the restroom facility immediately. CITY personnel will inspect restrooms on at least a weekly basis. CITY will provide keys to these restroom and LICENSEE will be responsible for these keys.
6. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE. Insofar as sanitation and appearance are concerned, CITY shall have the right to direct LICENSEE to perform necessary repairs and maintenance to equipment and structures owned and/or operated by LICENSEE.
7. STRUCTURE IMPROVEMENTS. LICENSEE will be responsible for maintaining all structures within the enclosed boundary of the Facility and the area within fifty (50) feet surrounding it. CITY shall maintain, at its expense, all improvements outside the described boundary.
 - 7.1 Anything constructed, planted, or otherwise installed by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including anything destroyed by acts of vandalism.
 - 7.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.
 - 7.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the Facility by LICENSEE in accordance with the terms provided hereinafter in paragraph 18.

8. PROPERTY OF CITY. During the term of this Agreement or any extension thereof, all permanent facilities utilized pursuant to this Agreement shall remain the property of the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.
9. PRIORITY OF USE. LICENSEE shall be offered first priority for use of the Facility at Chapman Sports Complex in accordance with LICENSEE schedules submitted to the Community Services Department in advance of requested schedule dates. The use of the Facility shall be available to the CITY during the LICENSEE's non-operating hours.
10. NO ALTERATIONS. No alterations, changes, or improvements shall be made by LICENSEE to the structures or improvements at Chapman Sports Complex without prior written approval by CITY. All alterations and improvements to the Facility shall be the property of CITY.
11. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to Chapman Sports Complex; nor restrict either the open space or general park and recreation use of the area by the public.
12. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
13. RIGHT OF INSPECTION. CITY shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place at the Facility. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
14. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
15. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
16. WATER TANK ACCESS. LICENSEE acknowledges and accepts that a portion or all of the site is located adjacent to or on top of a City water tank. CITY has right at any time, for any reason, to access this tank. Any resulting damage to LICENSEE property will not result in any liability from CITY to LICENSEE. CITY may access the water tank without notice to LICENSEE.
17. WATER TANK PARKING. LICENSEE shall not cause any heavy equipment or vehicles to be parked or placed upon the site.

18. TERMINATION. CITY and LICENSEE shall have the right to terminate this Agreement, without cause, by giving ninety (90) days written notice of termination.

19. INSURANCE REQUIREMENTS.

19.1 Commencement of Activity. LICENSEE shall not commence work, activities or operation under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

19.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.

CONTRACTOR has executed the Workers' Compensation Certificate for Sole Proprietors, attached hereto as Attachment "A" and incorporated herein by this reference, and represents that it is a sole proprietorship and is not legally required to carry Workers' Compensation Insurance at the time of execution of this Agreement.

19.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in the amount of \$1,000,000.00 combined single limit; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 15.3 (a) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 15.3 (b) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

CONTRACTOR has executed the Request for Exemption from Providing Automobile Liability Coverage, attached hereto as Attachment "B" and incorporated herein by this reference, and represents that it does not drive

to or from the City of Garden Grove, for any reason, as part of the fulfillment of the services to be provided under this contract.

For any claims related to this Agreement, LICENSEE's insurance coverage shall be primary insurance as respects CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY or DISTRICT and their respective officers, officials, employees, agents, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.

20. INDEMNIFICATION. LICENSEE agrees to protect, defend, and hold harmless CITY and the Garden Grove Unified School District and their respective elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by LICENSEE, LICENSEE's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by LICENSEE to use the subject Facility. The only exception to LICENSEE's responsibility to protect, defend and hold harmless CITY and the School District is due to the sole negligence of CITY or the School District, or any of its elective or appointive boards, officers, agents, employees or volunteers.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE. The provisions of this subsection shall survive the termination of this Agreement.

21. NON-LIABILITY OF CITY.

21.1 Pursuant to Revenue & Taxation Code §107.7, should a property interest be created herein, it may be subject to property taxation LICENSEE may be subject to property taxes levied on such interest. In no event shall the CITY or the Garden Grove Unified School District be liable for any taxes owed as a result of this Agreement or the LICENSEE's use of the Facility.

21.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the Facility as provided for herein. LICENSEE acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights, if any, to which the Contractor might otherwise be entitled from the City or the School District with regard to this Agreement and the operations on the Facility. LICENSEE shall not be entitled to relocation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

21.3 No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount, which may become due to LICENSEE, or for any obligation under the terms of this Agreement.

22. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion,

sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.

- 23. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.
- 24. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 25. CONFLICT OF INTEREST AND REPORTING. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
- 26. NOTICES. All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

26.1 Address of LICENSEE is as follows:

Terry Cox
5604 River Way, Apt B
Buena Park, CA 90621

26.2 Address of CITY is as follows:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

(with a copy to):

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

- 27. LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole cost and expense, LICENSEE shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. LICENSEE shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement except those which are expressly waived by CITY.
- 28. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
- 29. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT. The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, LICENSEE shall not contract with any other entity to perform the work, activities or operations required without written approval of CITY. If LICENSEE is permitted to subcontract any part of this Agreement, LICENSEE shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, activities or operations will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
- 30. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement the parties are formally bound.

31. MODIFICATION. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and LICENSEE.
32. WAIVER. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and LICENSEE.
33. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
34. INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
35. PRESERVATION OF AGREEMENT. Should any paragraph, provision phrase or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, provision, phrase or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE FOLLOWS]

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

DATE: _____

LICENSEE
SoCal Street Hockey, Inc.

APPROVED AS TO FORM:

City Attorney

DATE: _____

By: _____

If LICENSEE is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to the CITY.

UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • 3rd Floor • Eatontown, NJ 07724

BLANKET BENEFITS FOR ACCIDENTS ONLY CERTIFICATE OF COVERAGE

This Certificate contains the terms under which the United States Fire Insurance Company agrees to insure certain persons and pay benefits.

This Certificate is a part of, and is governed by, a Group Policy that has been issued in the state of **ILLINOIS** and shall be governed by its laws.

Coverage under this Certificate is provided in consideration of payment of the initial premium, continued payment of premiums when due, and completion of an Application. This Certificate is a part of, and is governed by, a Group Policy. The Group Policy has been issued to, and is the contract between, the Group Policyholder and The United States Fire Insurance Company. The Group Policy is held by the Group Policyholder and may be inspected upon request at any reasonable time. The name of the Group Policyholder is shown in the Schedule.

This Certificate has been issued to you, the Certificateholder, as a Participant under the Group Policy, in accordance with the terms, conditions, and limitations of the Group Policy.

10 DAY RIGHT TO RETURN THIS CERTIFICATE

If for any reason, you are not satisfied with this Certificate, you may return it to us within 10-days after receiving it. Upon its return, we will refund any premium paid and this Certificate will be deemed void, just as though it had never been issued.

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

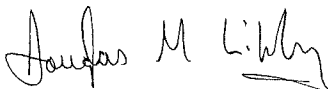
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS CERTIFICATE IS NOT RENEWABLE.


Signed for The United States Fire Insurance Company By:

Signature



Douglas M. Libby
Chairman and CEO

Signature



James Kraus
Secretary

TABLE OF CONTENTS

The following provisions appear within this Certificate in the following order:

Schedule of Benefits

Definitions

Scope of Coverage

Description of Hazards

Description of Benefits

Exclusions

Additional Exclusions

Limitations

Premium Provisions

General Provisions

Claim Provisions

SCHEDULE OF BENEFITS

COVERAGE IS PROVIDED UNDER GROUP POLICY NUMBER: AH-GA26932-002
ISSUED TO GROUP POLICYHOLDER: The Group and Blanket Accident & Health Insurance Trust

CERTIFICATEHOLDER:	SoCal Street Hockey,Inc.
CERTIFICATE NUMBER:	US501876
CERTIFICATE EFFECTIVE DATE:	09/22/2016 12:01 AM
CERTIFICATE EXPIRATION DATE:	09/22/2017 12:01 AM
BENEFIT PERIOD:	Provided treatment begins within 90 days from the date of Injury, Benefits are payable for 12 months from the date of an Injury. The Injury must occur after the Effective Date and prior to the Expiration Date and care must be Medically Necessary.
PREMIUM:	\$2,610.00
DEDUCTIBLE AMOUNT:	\$250.00
COINSURANCE PERCENTAGE:	100% of Usual, Reasonable & Customary Charges, URC
MAXIMUM BENEFIT AMOUNT:	\$10,000.00
ELIGIBLE PERSONS:	All Participants & Staff of the Policyholder's Programs
SPECIFIED ACTIVITY:	Floor hockey

MEDICAL EXPENSE BENEFIT

Hospital Room & Board Daily Maximum Benefit Amount:	URC
Intensive Care Room & Board Daily Maximum Benefit:	URC
Hospital Miscellaneous Maximum Benefit Amount:	URC
Outpatient Pre-Admission Testing Benefit Amount:	URC
Outpatient Hospital Emergency Room Treatment Maximum Benefit Amount:	URC
Surgical Benefits:	
Primary Surgeons Maximum Benefit Amount:	URC
Assistant Surgeon, Second Surgical Opinion, Consultation Maximum Benefit:	URC
Anesthesia Maximum Benefit:	URC
Surgical Facility Maximum Benefit per Operating Session:	URC
Doctor's Visits	
In-Hospital Maximum Benefit:	URC
Office Visits Maximum Benefit:	URC
Maximum for All In-Hospital and Office Doctor's Visits:	URC
X-ray and Laboratory Maximum Benefit Amount:	URC
Nursing Maximum Benefit Amount:	URC
Physiotherapy Benefit	
Maximum Benefit Amount (Hospital Inpatient):	URC
Maximum Benefit Amount (Outpatient):	URC
Maximum for All Physiotherapy Combined (Inpatient & Outpatient):	URC
Ambulance Maximum Benefit Amount:	URC

Medical Equipment Rental Charges Maximum Benefit Amount: URC

Medical Services and Supplies Maximum Benefit Amount
(Blood, Blood Transfusions, Oxygen): URC

Dental Treatment For Injury Only
Maximum Benefit Amount: URC

OUT-PATIENT PRESCRIPTION DRUG BENEFIT
Maximum Benefit Amount: URC

ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH, OR HEARING
Principal Sum: \$10,000.00

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Certificate. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Certificate.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Certificate. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Certificate is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

- (a) The services are rendered on an emergency basis; and
- (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"School" means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

"Sickness" means illness or disease which begins or for which an expense was first incurred while coverage is in force under this Certificate for the Covered Person. Sickness includes complications of pregnancy. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness.

"Student Infirmary" means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

"Student Infirmary" does not include:

- (1) Medical, diagnostic or treatment facilities with major surgical facilities:
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; or
- (2) In-patient care.

(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)

"Supervised or Sponsored Activity" means a Certificateholder or School authorized function:

- (1) In which the Covered Person participates;
- (2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

"Usual, Reasonable and Customary" means:

- (1) With respect to fees or charges, fees for medical services or supplies which are:
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

We will provide the benefits described in this Certificate to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Certificate; and

- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Full Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Certificate; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS: and

- (1) Subject to the specific maximums shown on the SCHEDULE OF BENEFITS; and
- (2) Subject to compliance with the requirement, set forth in the Limitations section of this Certificate.

Non-Duplication of Benefits Provision:

This provision applies if a Covered Person:

- (1) Is covered by any other blanket or group health care plan; and
- (2) Would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred.

In this case, the medical expense benefits we will pay under this Certificate will be reduced by such excess. This provision does not apply if we would be primary under any coordination of benefit guidelines contained in the other health care plans.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Certificate are those persons described as an ELIGIBLE CLASS on the Application who have completed any applicable Service Waiting Period. This includes anyone who may become eligible while this Certificate is in force.

Effective Dates:

A Covered Person will become an insured under this Certificate, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Certificate; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Certificate.

This does not include Reserve or National Guard duty for training;

- (3) The end of the period for which the last premium contribution is made; or
- (4) The date the Group Policy is terminated.

DESCRIPTION OF HAZARDS

HAZARD: CERTIFICATE HOLDER FUNCTIONS

Subject to all other provisions of this Certificate, coverage is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending a Certificate holder function.

The Covered Person must be:

- (1) On the premises of the Certificate holder:
 - (a) During its normal hours;
 - (b) During scheduled functions; or
 - (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;
- (2) Not on Certificate holder premises and attending or participating in a Supervised or Sponsored Activity;
- (3) Traveling directly, without interruption:
 - (a) Between his home and the Certificate holder's premises for participation in a Supervised or Sponsored Activity;
 - (b) Between the site of the Supervised or Sponsored Activity and his home or the Certificate holder's premises.
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the Certificate holder;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the Certificate holder; or
 - (d) In a vehicle other than that described in (3)(c) when operated by a properly licensed driver.

Travel time includes the time:

- (i) To or from home, the Certificate holder's address and the Supervised or Sponsored Activity;
- (ii) Before the appointed time; and
- (iii) After the Supervised or Sponsored Activity is completed.

Unless otherwise stated, we will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.

DESCRIPTION OF BENEFITS

BENEFIT A: BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, OR SPEECH AND HEARING

If, within 1-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<u>Loss</u>	<u>Percentage of Principal Sum</u>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Loss of One Hand	50%
Loss of One Foot	50%

Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.

In South Carolina, the complete severance of four whole fingers from one hand equals the loss of one hand.

"Severance" means the complete separation and dismemberment of the part from the body.

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- (1) **Hospital Room and Board** – charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** - charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** - charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) **Outpatient Hospital Expenses** - charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) **Surgical Benefits** - charges for:
 - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 50% of the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.

- (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
- (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.

- (6) **Doctor's Visits** - charges by a Doctor for other than pre- or post-operative care:
 - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit – In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.

- (7) **X-Ray and Laboratory** - charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.

- (8) **Nursing Services** - Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

- (9) **Physiotherapy** - Charges for physiotherapy:
 - (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
 - (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- (10) **Ambulance** - from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.

- (11) **Medical Equipment Rental** - charges for medical equipment for:
 - (a) A wheelchair;
 - (b) An iron lung; or
 - (c) Other medical equipment for which prior approval by us has been given;up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

- (12) **Medical Services and Supplies** - Charges for medical services and supplies for:
 - (a) Oxygen and its administration;
 - (b) Blood and blood transfusions;up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

- (13) **Dental Treatment** - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Certificate.

BENEFIT - OUT-PATIENT PRESCRIPTION DRUG BENEFIT

We will pay the Eligible Expenses, subject to the Deductible Amount and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Doctor on an outpatient basis.

Prescription Drug means a drug which:

- (1) Under Federal law may only be dispensed by written prescription; and
- (2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:

- (1) On or after the Covered Person's Effective Date; and
- (2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

The amount payable under this benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Certificate.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);
 - (b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Certificate;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

1. Normal health checkups;

2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident;
3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - (a) Employed or retained by the Certificateholder; or
 - (b) Who is the Covered Person or a member of his immediate family;
4. Charges which:
 - (a) The Covered Person would not have to pay if he did not have insurance; or
 - (b) Are in excess of Usual, Reasonable and Customary charges.
5. An Injury that is caused by flight in:
 - (a) An aircraft, except as a fare-paying passenger;
 - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - (c) An ultra light, hang-gliding, parachuting or bungi-cord jumping;
6. Travel in or upon:
 - (a) A snowmobile;
 - (b) Any two or three wheeled motor vehicle;
 - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
9. Injury that is:
 - (a) The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
 - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
10. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food,
11. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
12. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
13. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
14. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
15. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
16. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
17. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
18. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
19. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
20. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
21. Rest cures or custodial care;
22. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
23. Expenses incurred for an Accident or Sickness after the Benefit Period shown in the Schedule of Benefits;
24. Orthopedic appliances which are used mainly to protect an Injury so that a covered student can take part in interscholastic or intercollegiate sports;
25. Services and supplies furnished by the Policyholder's infirmary, its employees, or doctors who work for the Policyholder's;
26. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;
27. Prescription medicines unless specifically provided for under this Certificate.

LIMITATIONS

Any benefits payable under this Certificate will be limited to the following:

- (1) The medical benefits otherwise payable under this Certificate will be reduced by 50% if:

- (a) Excess insurance is provided under this Certificate; and
- (b) The Covered Person has coverage under another plan providing medical expense benefits; and
- (c) The other plan is an HMO, PPO or similar arrangement ("PPO-Preferred Provider Organization" means an Organization offering health care services through designated health care providers who agree to perform these services at rates lower than nonpreferred providers.); and
- (d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

- (2) Costs that exceed the Usual, Reasonable and Customary charges in the area where the services are furnished or supplies provided. Services, supplies and equipment must be:
 - a) Medically necessary for the care or treatment of a covered Injury;
 - b) Received while coverage is in force under this Certificate; and
 - c) Rendered and/or prescribed by a licensed Doctor other than the Covered Person (or a member of his household or immediate family) in accordance with current medical standards and practices.
- (3) The application of the Coordination of Benefits or Non-Duplication of Benefits provision.
- (4) If the Covered Person is admitted into the Hospital on a Friday or a Saturday on a non-emergency basis and the procedure for which he is admitted is not performed on the day of or the day after admission, we will not pay the Hospital charges for room and board or miscellaneous Hospital charges for the initial Friday or Saturday preceding the procedure.

PREMIUM PROVISIONS

GRACE PERIOD:

A grace period of 31-days is granted for each premium due after the first premium due date. Coverage will stay in force during this period unless notice has been sent, in accordance with the POLICY TERMINATION provision, of the intent to terminate coverage under this Certificate. Coverage will end if the premium is not paid by the end of the grace period.

PREMIUMS:

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Certificate with regard to change. Failure by the Certificateholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

CHANGES IN RATES:

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance is in effect;
- (2) Coinciding with a change in the coverage provided or classes eligible; or
- (3) Coinciding with a change in the risks we have assumed.

We will give 31 days written notice of any change under (1) above. Notice will be sent to the Certificateholder's most recent address in our records.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Certificate, the application of the Certificateholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Certificateholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Certificate will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Certificate. No agent may change this Certificate or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Certificate is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

CERTIFICATES OF INSURANCE:

A certificate of insurance will be delivered to the Certificateholder for delivery to a Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

CONFORMITY WITH STATE STATUTES:

Any provision of this Certificate in conflict, on the Effective Date of this Certificate, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within 30 days after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Certificateholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Certificate provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY: (Applicable only if an Accidental Death or Dismemberment benefit is provided)

The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
 - (a) The amount we actually paid for such expenses; or
 - (b) The amount actually received from the third party for such expenses; and
- (2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Certificate, if the third party's liability is satisfied in an amount less than the benefits payable under this Certificate, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

RECOVERY OF BENEFITS:

We reserve the right to recover from a Covered Person any benefits we have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
 - (a) workers' compensation or similar statutory remedies available under law; or
 - (b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

SUBROGATION:

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Certificate less than 60 days after written proof of loss has been furnished as required by this Certificate. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

When used throughout this document "The Company", "Our", "We", or "Us" means:

- United States Fire Insurance Company

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator
Fairmont Speciality
5 Christopher Way, 3rd Floor
Eatontown, New Jersey 07724

When used throughout this document "Company", "Our", "We", or "Us" means:

United States Fire Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A "**Grievance**" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An "**Adverse Determination**" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - attend the Second Level Review
 - present his/her case to the review panel;
 - submit supporting materials before and at the review meeting;
 - ask questions of any member of the review panel;
 - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2016

City

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MYERS-STEVENS & TOOHEY 26101 MARGUERITE PKWY MISSION VIEJO, CA 92692-3203 (949) 348-0656 <i>Monica Toohey</i>	CONTACT NAME: Monica Toohey
	PHONE (A/C, No, Ext): (949) 348-0656 FAX (A/C, No): (949) 348-2630
	E-MAIL ADDRESS: mtoohey@myers-stevens.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United States Fire Insurance <i>A, XIII</i> NAIC # 21113
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

SoCal Street Hockey, Inc.
 14623 Poner Street
 La Mirada, CA 90638
Terry Cox
562-233-8969
TCOX32@aol.com

COVERAGES **CERTIFICATE NUMBER:** USP223788 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	X		SRPGP-101-0716	09/22/2016 12:01 AM	09/22/2017 12:01 AM	GENERAL AGGREGATE \$2,000,000.00
	PRODUCTS - COMP/OP AGG \$2,000,000.00						
							PERSONAL & ADV INJURY \$1,000,000.00
							EACH OCCURRENCE \$1,000,000.00
							FIRE DAMAGE (Any one fire) \$300,000.00
							MED EXP (Any one person) \$5,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<i>Reviewed and approved as to insurance language and/or requirements.</i> <i>Heidi M. Jay</i> <i>11-18-16</i> Risk Management			EACH OCCURRENCE \$
							AGGREGATE \$
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$

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

CERTIFICATE HOLDER City of Garden Grove, its officers, employees, agents & volunteers 11222 Acacia Parkway Garden Grove, CA 92842	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 <i>Myers-Stevens & Toohey</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: SRPGP-101-0716/USP223788
Insured: SoCal Street Hockey, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Garden Grove Unified School District and City of Garden Grove, its officers, employees, agents and volunteers 11222 Acacia Parkway Garden Grove, CA 92842
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an 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 of the acts or omissions of those acting on your behalf:

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

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
11-18-16

ATTACHMENT " _____ "

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind SOCAL STREET HOCKEY
Company Name

SIGNATURE OF AUTHORIZED PERSON: [Signature]
PRINTED NAME OF AUTHORIZED PERSON: JOHN TERRY COX
TITLE OR POSITION OF AUTHORIZED PERSON: PRESIDENT
COMPANY NAME: SOCAL STREET HOCKEY
DATE: 11-18-16

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied
 Approved

RISK MANAGEMENT DIVISION SIGNATURE: [Signature]
DATE: 11-18-16

Revision B: 10/19/2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Gray
Risk Management
11-18-16

ATTACHMENT " _____ "

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COVERAGE

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Company Name

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME OF AUTHORIZED PERSON: JOHN TERRY COX

TITLE OR POSITION OF AUTHORIZED PERSON: PRESIDENT

COMPANY NAME: SOCAL STREET HOCKEY

DATE: 11-18-16

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DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: Heidi m Jay

DATE: 11-18-16