

**AGREEMENT WITH LUXBUS AMERICA, CO.; ALL ABOARD AMERICA, HOLDINGS INC.
FOR BUS TRANSPORTATION SERVICES
FOR 2025 SUMMER CAMP FIELD TRIPS**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **LUXBUS AMERICA, CO.; ALL ABOARD AMERICA, HOLDINGS INC.** a **CORPORATION** ("CONTRACTOR"), whose address is 560 Lincoln Avenue, San Jose, CA 95126.

RECITALS:

A. CITY desires certain **BUS TRANSPORTATION** services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these **BUS TRANSPORTATION** services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on **Monday, June 16, 2025** and be completed on **Friday, August 8, 2025**.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee in an amount of **\$95,615.00**, pursuant to rates stated in Exhibit B, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONTRACTOR'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It

is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: *Joanne Magrini*
City of San Mateo
330 W. 20th Ave
San Mateo, CA 94403

To CONTRACTOR: *LuxBus America, Inc.*
Attn: Casey Collier
560 Lincoln Avenue
San Jose, CA 95126

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and **LUXBUS AMERICA, CO.; ALL ABOARD AMERICA, HOLDINGS INC.** have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Joanne Magrini
Director of Parks and Recreation

Date

Casey Collier	Date
LuxBus America, Co.; All Aboard America, Holdings Inc.	
VP - Business Development	

APPROVED AS TO FORM

Mazarin Vakharia
Assistant City Attorney

Date

<p>Matt Brown, LuxBus America, Co.; All Aboard America, Holdings Inc. Division CEO</p>	<p>Date</p>
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Attachments:

Exhibit A:	Scope of Services
Exhibit B:	Payment Process
Exhibit C:	Insurance Requirements
Exhibit D:	Schedule & Rates

EXHIBIT A

SCOPE OF SERVICES

Response Time:

The contractor will be required to have buses at the pick-up area(s) a minimum of 30 minutes prior to the scheduled departure time for the trip. San Mateo Parks and Recreation may require additional bus service for field trips and other transportation services, vehicles must be at the designated pick-up area(s) a minimum of 30 minutes prior to the scheduled departure.

Additions/Deletions of Routes:

Although this agreement identifies specific routes/services required, it is hereby agreed and understood that any route/service may be added or deleted to/from this contract at the direction of San Mateo. Payment processes are documented in Exhibit B.

Programs to be Serviced by Buses and Drivers (Specific days and times the buses are needed are laid out in Exhibit D):

Camp Mateo: Up to twelve (12) buses each week with drivers needed for eight (8) camp weeks. The camp will run from June 16, 2025, through August 8, 2025.

X-treme Summer Days (XSD): Up to five (5) buses each week with drivers needed for eight (8) camp weeks. The camp will run from June 16, 2025, through August 8, 2025.

Buses and Drivers shall meet the following conditions:

- a. Buses shall be certified by the State of California, meeting all requirements to transport youth passengers with a minimum of fifty-five (55) passengers with working radio dispatch two-way communication system.
- b. Bus drivers and contractor will meet all Federal and State rules, regulations, statutes, and ordinances, including proper driver's license, and bus certification. School Pupil Activity Bus (SPAB) certification is required to transport children on a non-traditional school bus.
- c. Buses must be owned and/or leased by contractor. Contractor cannot subcontract services to another vendor.
- d. Liability insurance shall be supplied by the contractor meeting all requirements set by the City of San Mateo.
- e. Contractor shall supply a copy of the written procedures for supplying alternate buses for buses that become disabled during transportation of passengers
- f. Fees are to include all gasoline charges. All maintenance of all buses, including any towing charges incurred by disabled buses, will be the contractor's responsibility.
- g. Any claims of damage by passengers must be reported to the Community Services Manager. Any necessary repairs for the damage must be submitted in writing with cost estimated and pre-approved by the Parks & Recreation Director prior of the start of repair work.
- h. Number of hours and buses are approximations, and specific numbers are dependent on other factors prior to the start of each trip. Contractor will be given as much advanced notice as possible, but not less than 24 hours.

- i. Two-way radio communications between the bus drivers and the bus dispatcher must be in effect and operating at all times.
- j. San Mateo reserves the right to cancel bus use for individual trips by giving 24 hours' notice without penalty to San Mateo. Contractor should specify specific cancellation policy and to whom San Mateo shall notify including a valid telephone number and email address.
- k. A program supervisor riding along with youth passengers on the bus may request changes in the bus schedule or stops due to weather conditions or emergency situations. Driver must recognize staff requests for schedule changes and emergency stops and honor them.
- l. Contractor should supply an overtime rate per hour. All prices shall include parking/toll charges. Buses must stay with the group for the duration of the individual trip unless otherwise directed by the program supervisor.
- m. All buses must stay with San Mateo camps and not leave to go on another trip/location during the duration of the trip. Camp children and city staff are not to be left without bus transportation at any time. Bus and bus driver must stay with the camp event due to possible inclement weather or an emergency situation.
- n. Bus driver and program supervisor shall remain in contact during each trip. Program supervisor will supply bus driver with cell phone number and bus driver shall do the same.

EXHIBIT B

PAYMENT PROCESS

CITY reserves the right to cancel bus use for individual trips by giving 24 hours' notice without penalty. If CONTRACTOR cancels, a minimum of 24 hours' notice will be required to the CITY. Full refund of the cost of services canceled shall be issued to the CITY within four (4) weeks.

CONTRACTOR will provide weekly invoices via e-mail to Community Services Section Manager, Heather Murphy at hmurphy@cityofsanmateo.org no later than two (2) weeks after the week of service is complete.

CITY will process invoices and send payment via check or Electronic Funds Transfer. Payments will be mailed or electronically transferred no later than four (4) weeks upon receipt of the invoice (unless an error has occurred on the received invoice).

Prices shall remain fixed and firm during the initial term of this contract; provided, however, that the company may offer incentive discounts from the fixed price to San Mateo at any time during the contractual term.

If an error is found by CITY, CONTRACTOR will provide the process on how to remedy said error. After the error has been resolved, the CITY will pay out CONTRACTOR no later than four (4) weeks after that date

A complete schedule of trips and associated costs is included in Ex. D.

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Exhibit D -2025

Date	Program	Departure from	Spot Time	Bus Arrival to Camp	Destination	Bus return to Camp	Hours	# of buses	# of passengers	seatbelts Y or N	Agency Bid per Bus	Agency Total Bid
Week 1												
Tuesday, June 17, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30AM	10:00AM	California's Boomerang Bay Great America 4701 Great America Pkwy Santa Clara, CA 95054	5:00PM	7	1	45	y	945	945
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Coyote Point Recreation Area, 1701 Coyote Point Dr, San Mateo, CA 94401	3:30 PM	5	2	75	y	742	1485
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Red Morton Park & Magical Bridge Playground 1120 Roosevelt Ave, Redwood City, CA 94061	3:30 PM	5	2	75	y	769	1538
Wednesday, June 18, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	K1 Speed - Indoor Go Karts, Corporate Event Venue, Team Building Activities, 160 Beacon St, South San Francisco, CA 94080	3:30 PM	4.5	1	45	y	733	733
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	685	1371
Thursday, June 19, 2025		Holiday - June Teenth										
Friday, June 20, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	iFLY Indoor Skydiving - SF Bay, 31310 Alvarado-Niles Rd, Union City, CA 94587	4:00 PM	6	1	45	y	861	861
Week 2												
Monday, June 23, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30am	10:00am	Cull Canyon Regional Recreation 18627 Cull Canyon Rd, Castro Valley, CA 94552	4:30pm	7	1	45	y	936	936
Tuesday, June 24, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Red Morton Park & Magical Bridge Playground 1120 Roosevelt Ave, Redwood City, CA 94061	3:30 PM	5	2	75	y	769	1538
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Coyote Point Recreation Area, 1701 Coyote Point Dr, San Mateo, CA 94401	3:30 PM	5	2	75	y	742	1485
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00AM	9:30AM	Santa Cruz Beach Boardwalk, 400 Beach St, Santa Cruz, CA 95060	5:30PM	8	1	45	y	1125	1125
Wednesday, June 25, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Subpar Miniature Golf, 900 North Point St F-201, San Francisco, CA 94109	4:30pm	6	1	45	y	897	897
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	685	1371
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	(Alcatraz Island) Pier 33 Suite 200, San Francisco, CA 94111	5:00pm	7	1	45	y	918	918

Thursday, June 26, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	LaserMaxx San Carlos, 1119 Industrial Rd Ste F, San Carlos, CA 94070	4:00 PM	5	2	75	y	760	1520
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:30am	11:00AM	Top Golf 258 Anza Boulevard Burlingame, CA 94010	4:00pm	5	2	75	y	746	1492
Friday, June 27, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Oakland Zoo, 9777 Golf Links Rd, Oakland, CA 94605	5:00 PM	7	1	45	y	954	954

Week 3 (No Camp on Friday)

Monday, June 30, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15am	8:45am	California's Great America 4701 Great America Pkwy Santa Clara, CA 95054	6:00pm	9.25	1	45	y	1073	1073
Tuesday, July 1, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30am	10:00am	Koret Childrens Quarter, 320 Bowling Green Dr, San Francisco, CA 94122	5:00pm	7	2	75	y	927	1855
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Fronteir Land, 600 Oddstad Blvd, Pacifica, CA 94044	4:30pm	6.5	2	75	y	899	1798
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30am	10:00am	Gamma Ride 2200 Bridgepoint Pkwy, San Mateo, CA 94404	4:00pm	6	1	45	y	808	808
Wednesday, July 2, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30am	10:00am	Orpheum Theatre, 1192 Market St, San Francisco, CA 94102	5:00 PM	7	1	45	y	918	918
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	685	1371
Thursday, July 3, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30am	11:00am	Top Golf 258 Anza Boulevard Burlingame, CA 94010	4:00pm	8	2	75	y	922	1845
		Beresford Recreation Center 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:30 AM	11:00am	LaserMaxx San Carlos, 1119 Industrial Rd Ste F, San Carlos, CA 94070	4:00pm	5	2	75	y	769	1538
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30am	9:00am	The Escape Game 2855 Stevens Creek Boulevard Jose, CA 95050	5:00pm	8	1	45	y	1029	1029

Week 4

Monday, July 7, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Adventure Cat Sailing Charters, Pier 39, San Francisco, CA 94133	4:30 PM	5	1	45	y	813	813
Tuesday, July 8, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	11:30 AM	12:00PM	LaserMaxx San Carlos, 1119 Industrial Rd Ste F, San Carlos, CA 94070	3:30 PM	5.5	1	45	y	789	789
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Fronteir Land, 600 Oddstad Blvd, Pacifica, CA 94044	4:30 PM	5	2	75	y	813	1627
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Koret Childrens Quarter, 320 Bowling Green Dr, San Francisco, CA 94122	5:00 PM	6	2	75	y	870	1741
Wednesday, July	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	Oracle Park, 24 Willie Mays Plaza, San Francisco, CA 94107	5:30 PM	5.5	1	45	y	833	833

9, 2025	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	694	1389
Thursday, July 10, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	12:00 PM	12:30 PM	Cinemark Century San Mateo 12, 320 2nd Ave, San Mateo, CA 94401	5:00 PM	4	2	75	y	687	1374
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:00 AM	9:30 AM	Boomers Livermore 2400 Kitty Hawk Rd, Livermore, CA 94551	4:30 PM	7	2	75	y	989	1979
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30AM	9:00AM	Sunol Paintballing 7900 Vallecitos Road, Sunol, CA, 94586	5:30 PM	6.25	1	45	y	955	955
Friday, July 11, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	Calibunga Waterpark 2333 South White Road San Jose, CA 95148	5:30 PM	7.5	1	45	y	1009	1009
Week 5												
Monday, July 14, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Bowlmor Cupertino, 10123 N Wolfe Rd #20, Cupertino, CA 95014	5:00 PM	6	1	45	y	897	897
Tuesday, July 15, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Mia's Dream Come True Playground 28377 Huntwood Ave. Hayward, CA 94544	4:00 PM	6	2	75	y	861	1723
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Rancho San Ramon Community Park 1998 Rancho Park Loop, San Ramon, CA 94582	4:30 PM	5	2	75	y	875	1750
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Immersive Gamebox 2855 Stevens Creek Blvd, Santa Clara, CA 95050	5:00 PM	7	1	45	y	972	972
Wednesday, July 16, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15 AM	8:45 AM	Six Flags Discovery Kingdom, 1001 Fairgrounds Dr, Vallejo, CA 94589	5:30 PM	8.75	1	45	y	1133	1133
	Camp Mateo	Beresford Park 2720 Alameda de las Pulgas San Mateo, Ca 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	694	1389
Thursday, July 17, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	Boomers Livermore 2400 Kitty Hawk Rd, Livermore, CA 94551	4:30 PM	7	2	75	y	989	1979
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	11:30am	12:00pm	Cinemark Century San Mateo 12, 320 2nd Ave, San Mateo, CA 94401	4:00pm	4	2	75	y	687	1374
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	Santa Cruz Whale Watching, 789 Mariner Park Way Santa Cruz, CA 95062	5:00 PM	8	1	45	y	1156	1156
Friday, July 18, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Golfland San Jose, 976 Blossom Hill Rd, San Jose, CA 95123	4:30 PM	6	1	45	y	932	932
Week 6												
Tuesday, July 22, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	San Bruno City Park 251 City Park Way, San Bruno, CA 94066	4:30 PM	6	2	75	y	835	1670
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Outpost Playground 210 Lincoln Blvd. San Francisco, Ca 94129	4:30 PM	6	2	75	y	879	1758

Monday, August 4, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	Pinestripes Hillsdale Mall, San Mateo, CA 94403 ³⁶	3:30 PM	5.5	1	45	y	780	780
Tuesday, August 5, 2025	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	Oak Meadow Park, 233 Blossom Hill Rd, Los Gatos, CA 95032	4:00 PM	6.5	2	75	y	943	1886
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403					6.5	2	75	y	943	1886
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30AM	10:00AM	Shoreline Lake, 3160 N Shoreline Blvd, Mountain View, CA 94043	4:00PM	4	1	45	y	755	755
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	694	1389
Thursday, August 7, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	Aqua Adventure Water Park, 40500 Paseo Padre Pkwy, Fremont, CA 94538	3:30 PM	6	1	45	y	900	900
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	Santa Cruz Beach Boardwalk, 400 Beach St, Santa Cruz, CA 95060	5:30 PM	8.5	2	75	y	1139	2277
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	8:30 AM	9:00 AM	Santa Cruz Beach Boardwalk, 400 Beach St, Santa Cruz, CA 95060	5:30 PM	8.5	2	75	y	1139	2277
Friday, August 8, 2025	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:15 AM	9:45 AM	YMCA Camp Jones Gulch, 11000 Pescadero Creek Rd, La Honda, CA 94020	4:30 PM	6.75	1	45	y	961	961
GRAND TOTAL ESTIMATE:							95615					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2025

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

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

PRODUCER McGriff, a Marsh & McLennan Agency LLC company 5400 SW Meadows Road, Suite 240 Lake Oswego, OR 97035	CONTACT NAME: PHONE (A/C, No, Ext): 503-943-6621 FAX (A/C, No): 503-943-6622 E-MAIL ADDRESS:
INSURED Lux Bus America Co.; All Aboard America, Holdings Inc. 560 Lincoln Ave San Jose, CA 95126	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh, PA INSURER B: AIU Insurance Company INSURER C: Trisura Specialty Insurance Company INSURER D: Sutton Specialty Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:FFDLMWHB

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 1947018	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Includes Comp/Coll cov <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 1722388	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			AESIR-122-AEFF-AAAH-01-2024	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WC 062790917 (CA) WC 062790918 (AOS)	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$ \$

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

The City, its elected and appointed officials, employees, and agents are included as additional Insured as respects the ongoing operations of the Named Insured with respects to General and Auto Liability coverage where required by written and signed contract subject to policy terms, conditions, limits and exclusions. Coverage is Primary and Noncontributory to any held by the Additional Insureds.

A Waiver of Subrogation in favor the Additional Insureds applies on General Liability, Automobile Liability, and Workers' Compensation where required by written contract

CERTIFICATE HOLDER

City of San Mateo Parks and Recreation Department ATTN: Tracy Brumett 330 W. 20th Avenue San Mateo, CA 94403	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 
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, a Marsh & McLennan Agency LLC company		INSURED Lux Bus America Co.; All Aboard America, Holdings Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 05/02/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Abuse and Molestation Coverage
 Carrier: Underwriters at Lloyd's of London
 Policy No. B1230FC15636A24
 Effective: 7/1/24-7/1/25
 Limit: \$2,000,000 Each Victim/ \$2,000,000 Aggregate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
However:

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

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2024 forms a part of

policy No.GL 1947018

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY


ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.


Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU
ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. **07/01/2024** forms a part of

Policy No. **AL 1722388**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

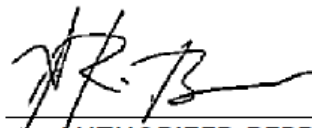
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT

This endorsement, effective 12:01 A.M. **07/01/2024** forms a part of

policy No. **AL 1722388**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

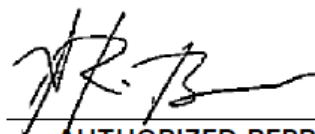
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2024

forms a part of Policy No. **WC 062790917**

By AIU INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be **2.00** % of the total estimated workers compensation premium for this policy.

