

|                                                                                   |                                                                                                                                                                    |                                                                                                                        |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|  | <p style="text-align: center;"><b>LEASE AGREEMENT FOR<br/>OPERATION OF BMX TRACK AND<br/>CONCESSIONS</b></p> <p style="text-align: center;"><b>CON-23-0220</b></p> | <p><b>Parks &amp; Recreation Dept.</b><br/>3075 N. Litchfield Road<br/>Goodyear, AZ 85395<br/>(623) 882-7529 phone</p> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|

This Lease Agreement for the Operation of a BMX Track and Concessions ("Agreement") is entered into by and between AZ Pro Trac, an Arizona corporation ("Lessee") and the City of Goodyear, an Arizona municipal corporation ("City" or "Lessor"); the City and Lessee are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City is the owner of certain real property generally located south of MC 85 and west of Estrella Parkway, which is more particularly described in **Exhibit A – Property Description**, attached hereto ("Property");

WHEREAS, the Property is in close proximity to the City's dog park and 157<sup>th</sup> Avenue Wastewater Treatment Plant, and is located within an existing odor easement for the plant;

WHEREAS, the Property is currently not needed for City public works, utility or other operational needs;

WHEREAS, until such time as the Property is needed for operational needs, the City has been willing to lease the Property to be used as a BMX Track as it provides Goodyear residents a recreational amenity not otherwise available within the City.

WHEREAS, the Property has been leased for use as a BMX since 2004 and has been leased to the current Lessee since December 2011.

WHEREAS, the current lease on the Property commenced on July 1, 2019, and per the terms of the lease has been extended twice with the final extension expiring on December 31, 2022;

WHEREAS, the Lessee holds its events, competitions, practices and other operations at the BMX Track on behalf of the American Bicycle Association/USA BMX;

WHEREAS, it is in the best interests of the City to continue to allow the operation of the BMX Track as it is beneficial to the residents of the City in that the City is unable to provide this resource at this time and a discount is offered to participating City residents; and

WHEREAS, although Lessee understands that the Agreement allows the City to terminate the Agreement for any reason upon thirty (30) days written notice, Lessee wants to continue leasing the Property under a longer-term lease, and the City is willing to lease the Property to Lessee under the following terms and conditions.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Lease Agreement ("Agreement") as if fully set for the herein.
2. Termination Notification. The Parties agree that the Lease Agreement for Operation of BMX Track and Concessions CON 19-4972 entered into in June, 2019, as extended will expire will expire effective December 31, 2022 and will have no further force or effect as of that date. . Lessee shall execute any document requested by Lessor evidencing such termination within thirty (30) days of receiving a written request for such documentation.
3. Lease of the Property. The City agrees to lease the Property to Lessee solely for the purpose of operating a non-motorized BMX Track open to the public. Lessee agrees it is taking the Property "as is" without any express or implied warranties on the part of the City, and the City makes no guarantees as to the condition of the Property and the surrounding area.
4. Waiver of Claims. Lessee expressly acknowledges that the Property, which is located within close proximity to the City's dog park and to the 157<sup>th</sup> Avenue Wastewater Treatment Plant operated by the City, and is located within an odor easement for the plant, may be exposed to odors, noise, dust and other such effects of the operation of the treatment plant and dog park. Lessee waives any claims and all claims it may have now or that may arise in the future against the City or any of its elected officials, directors, managers, employees, agents, contractors or subcontractors that arise from or are related to the operation of the Wastewater Treatment Plant and/or dog park. The waiver of claims provided for in this Paragraph 4 shall survive the expiration, or earlier cancellation or termination of this Agreement.
5. Term/Effective Date. This agreement commences on January 1, 2023 ("Commencement Date") and expires on December 31, 2025 (the "Expiration Date") unless it is otherwise cancelled or terminated as provided herein or as provided by law. The City may, in its sole and absolute discretion renew the Agreement on an annual basis for up to two (2) additional one (1) year terms, the Agreement shall not continue past December 31, 2027. Notwithstanding any outstanding request to renew the Agreement, the Lease shall automatically expire if an amendment renewing the Agreement has not been executed by the City Manager or his/her designee prior to the Expiration Date.
6. Lessee's Obligations. Lessee expressly agrees as follows with respect to its use of the Property:
  - a. Lessee shall operate and manage the Property as a non-motorized BMX Track open to the public, which operations includes holding events, competitions, practices and other operations customary for a BMX Track, which includes the operation of a concession stand or snack bar and a pro shop when the facility is open. All operations on the Property shall be on behalf of the American Bicycle Association/BMX Association.
  - b. Lessee may operate a concession stand or snack bar during the hours it is open to the public. Lessee shall maintain the proper Maricopa County Health Department permits and comply with all applicable federal, state, local, laws, ordinances, codes, rules, and regulations pertaining to the sale of food and beverages.

- c. Lessee shall not use the Property for any other purpose other than as provided in this Agreement.
- d. Lessee shall operate the BMX Track in such a manner as to provide the general public with a substantial opportunity to use the facility.
- e. Lessee shall provide the Parks and Recreation Department Director ("Director") for approval the following information in writing: hours of operation, a list of scheduled and proposed events, which includes any scheduled regional, statewide or national competitive event; along with the name and a description of the event(s). The Director shall have the absolute right in his sole discretion to prohibit or limit any event proposed by the Lessee and/or any other aspect of the Lessee's operation which includes the hours of operation.
- f. Lessee shall provide, at its sole costs, adequate dust control measures, crowd control, security, parking, and sanitation facilities; shall obtain all required permits for all activities and events on the Property and comply with all applicable requirements of the Americans with Disabilities Act.
- g. Lessee shall make the BMX Track available for the public's use and shall provide during the hours agreed upon, in writing, by the City, which hours shall meet or exceed the minimum number of hours other comparable regional public BMX Tracks are open to the public. Unless otherwise agreed to in writing by the City, and except for closures, interruptions or delays resulting from the need to make major repair to the facility, or from events or circumstances beyond Lessee's reasonable control, such as natural disasters, fires, water shortages, negligence of others unrelated to Lessee's operations, and the like, Lessee shall keep the BMX Track open for the public's use during the hours of operation. Lessee shall not operate the BMX Track or any part thereof between the hours of 10:00 p.m. and sunrise without the prior written consent of the City, which the City may withhold in its sole and absolute discretion.
- h. Lessee shall meet quarterly with the Director during months of March, June, September and December at a time mutually agreed to by the Parties. It is the responsibility of the Lessee to coordinate the meetings.
- i. Lessee shall offer and/or provide to the public such services that are usual and customary for BMX Tracks.
- j. Lessee shall maintain records reflecting events held at the BMX Track, attendance at the BMX Track, and whether attendees are residents of the City. A copy of such records shall be provided at no cost to the City's Director of Parks & Recreation or his designee on annual basis on or before December 31.
- k. Lessee shall be entitled to set all fees and charges for the use of the BMX Track by the public and for services provided, such as clinics, lessons, and the like. Such fees and charges shall be comparable to fees and charges charged by other regional public BMX Tracks for similar services and facilities use. Licensee shall give City residents a ten percent (10%) discount on all fees and charges. Within ten (10) days of the Commencement Date, Lessee shall provide the City's Director of Parks & Recreation or his designee a fee schedule of all fees and charges that will be imposed during the Term of this Agreement.

In the event Lessee increases any fees during the Term of this Agreement, Lessee shall provide the City's Director of Parks & Recreation or his designee thirty (30) days prior written notice of the intent to increase the fees and the amount of the new fees.

- l. Lessee shall be solely responsible for securing and paying all charges for all utilities required for the operation of the BMX Track.
  - m. Lessee shall maintain, operate, and manage the Property and the BMX Track in a clean, safe, and first-class manner that meets or exceeds the standards of comparable public facilities providing similar services and amenities. Lessee shall be solely responsible, at its own cost, for all repairs and maintenance on the Property and shall maintain all improvements thereon in a good workmanlike manner.
  - n. Lessee shall supervise and control the use of the Property and shall have an adult on-site manager on the Property at all times the BMX Track or any part thereof is open. Lessee shall use its best effort to control the conduct of its employees, agents, and invitees, and to conduct its operations in a manner so as not to unreasonably annoy, disturb, endanger or be offensive to others.
  - o. Lessee shall not allow, camp fires, over-night parking or camping on the Property.
  - p. Lessee shall not discriminate against any person who seeks to use the BMX Track on the basis of race, color, religion, sex, age, disability, political affiliation or national origin.
7. Quiet Enjoyment. Except as otherwise provided in this Agreement, so long as Lessee shall perform all its obligations under this Agreement, Lessee shall peaceably have and enjoy exclusive use of the Property.
8. Condemnation. If any or all the Property is taken or condemned by any authority for any use or purpose, this Lease shall terminate upon the date actual possession of the Property is required for such use or purpose unless terminated earlier for convenience pursuant to Paragraph 28. The Lessor reserves all rights to damages to the Property for any taking or condemnation of all or any portion of the Property; and Lessee shall not have any right to compensation paid as a result of any taking or condemnation of all or any portion of the Property and Lessee hereby assigns to the Lessor any right that the Lessee may have to such award or damages. If access to the Property is taken or condemned, in whole or in part, by any authority for any use or purpose, this Lease shall terminate upon the date actual possession of the property providing such access is required for such use or purpose unless terminated earlier for convenience pursuant to Paragraph 23. The Lessor reserves all rights to damages to the Property for any taking or condemnation of access to the Property; and Lessee shall not have any right to compensation paid as a result of any taking or condemnation of all or any portion of the Property and Lessee hereby assigns to the Lessor any right that the Lessee may have to such award or damages.
9. Liens. Lessee shall keep the Property and all improvements thereon free of any mechanic's or material men's liens or liens of any kind or nature for any work done, labor performed, or materials furnished on or to the Property. If any such lien is filed, Lessee shall, at its sole cost and expense, either have the lien removed within thirty days of receiving written notification from the City of the existence of the lien or provide the City with financial security, in a form acceptable to the City in its sole discretion, that assures the City that such lien will not be foreclosed. Lessee's obligations set forth herein shall survive the expiration, or earlier cancellation or termination of this Agreement

10. Additional Improvements. Subject to the requirements set forth herein, Lessee shall be entitled to make improvements to the Property provided that the improvements are consistent with the use of the Property solely as a BMX Track, the improvements will not impair the Property, and the improvements will not affect other City operations or facilities.
- a. Lessee shall make no improvements or modifications to the Property without the prior written consent of the Director. The Director shall have at all times the absolute sole discretion to approve or disapprove any improvements conducted on the Property. Lessee shall submit detailed drawings, construction plans, and specifications of any requested improvements.
  - b. Lessee shall comply with all federal, state, and local laws applicable to the construction or installation of improvements to the Property, and shall obtain all required permits, including building permits, and approvals, including building and engineering approvals.
  - c. All improvements to the Property shall be constructed or installed pursuant to the plans and specifications approved by the City and shall be constructed or installed in a good, workmanlike manner consistent with the applicable industry standards.
  - d. Lessee shall require any contractor performing work on the Property to carry insurance with limits not less than Lessee is required to carry and to name the City of Goodyear as an additional insured.
  - e. Prior to commencing construction or installation of any additional improvements, Lessee shall provide the City with a Payment Bond and Performance Bond in an amount equal to 105% of the full amount of the written contract(s) pursuant to which the improvements are to be constructed or installed. The Payment Bond shall be solely for the protection of claimants supplying labor or materials at the Property and the Performance Bond shall be solely for the protection of the City to insure the faithful performance of the required work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as part of its judgment costs and expenses, including reasonable attorney's fees, as may fixed by the court. Each bond shall be executed by a surety company that is duly authorized to do business in Arizona and that is acceptable to the City.
11. Signs. Lessee may install signs identifying its business, its business partners, sponsors, and affiliations that are allowed under the City's sign ordinance and for which Lessee has received a permit as provided in Article 7 of the City's zoning ordinance. All signage must have the prior approval of the Parks and Recreation Department Director ("Director") prior to installation. The Director shall have at all times the absolute sole discretion approve or disapprove any signage or activity conducted on the Property.
12. Right of Entry Reserved. The City shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided that such entry does not unreasonably interfere with Lessee's use, occupancy or security of the Property.
13. Compliance with Laws. Lessee shall at all times comply with all federal, state, and local laws, ordinances, codes, rules, regulations and policies applicable to its operations on the Property, including those enacted or adopted after the Commencement Date of this Agreement; obtain all required licenses and permits; and pay all applicable taxes.
14. Indemnification. Lessee shall defend, indemnify and hold harmless the City, its elected or appointed officials, managers, directors, officers, employees, agents, and representatives (hereafter referred to collectively as the "City" in this paragraph) from and against all losses, damages, or claims of whatever nature, including attorneys' fees and costs, arising from or resulting from Lessee's use of the Property.

The City shall give Lessee timely notice of any claim made or suit instituted that may subject Lessee to liability under this provision, and Lessee shall have the right to compromise and defend the same. The indemnification obligations set forth in this Paragraph 14 shall survive the expiration, or earlier cancellation or termination of this Agreement.

15. Insurance. Unless otherwise agreed to by the City's Risk Manager in writing, Lessee, at its sole cost, shall, at all times during the Term of this Agreement and any renewal or extension thereof, maintain in full force the following types and amounts of insurance for its operations on the Property as set forth below. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." All insurance provided by Lessee shall be primary insurance for the Property, and the Parties agree that any insurance coverage carried by the City is excess coverage and not contributory coverage to that provided by Lessee. All insurance policies other than Workers' Compensation shall name the City, its elected and appointed officials, directors, officers, managers, employees, agents and representatives as additional insured. Lessee shall furnish City with Certificates of Insurance and formal endorsements as evidence that policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify the Agreement Number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or reduction in limit of liability or scope of coverage. Such certificates shall be sent directly to Risk Management Department, City of Goodyear, 1900 N. Civic Square, Goodyear, Arizona 85395.
16. Workers' Compensation. Lessee shall carry and maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Lessee's operations, which policy shall include "Employer's Liability Insurance."
17. Commercial General Liability. Lessee shall carry and maintain Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate, products and completed operations insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall not be written on a "claims made" basis. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Agreement.
18. Automobile Liability. Lessee shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
19. Excess Liability. Lessee shall carry and maintain Umbrella/Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.
20. The insurance requirements herein are minimum requirements for this Agreement and the City in no way warrants that the minimum limits contained herein are sufficient to protect Lessee from liabilities that might arise out of Lessee's operations or its use of the Property. Moreover, the amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope

of the indemnification obligations under this Agreement. It is the responsibility of the Lessee to obtain and maintain all insurance as required by this Agreement, which may necessitate Lessee obtaining insurance in addition the insurance provided by the American Bicycle Association/USA BMX to cover all other activities occurring at the BMX Track.

21. Assignment. This Lease Agreement is in the nature of a personal services contract not subject to assumption or assignment under 11 U.S.C. § 365 (Bankruptcy Code). Lessee shall not assign or sublease any of its interest under this Agreement without the prior written consent of the City, which the City may withhold in its absolute discretion.
22. Notices. All notices required or permitted to be given under this Agreement shall be either personally delivered or mailed by certified mail to the Parties at the following addresses:

|                 |                                                                                                              |
|-----------------|--------------------------------------------------------------------------------------------------------------|
| CITY:           | City of Goodyear<br>Attention: Director of Parks & Recreation<br>1900 N. Civic SquareGoodyear, Arizona 85395 |
| with a copy to: | City of Goodyear<br>Attention: City Attorney<br><br>1900 N. Civic Square<br>Goodyear, Arizona 85395          |
| LESSEE:         | AZ Pro Trac<br>c/o Mark Perkins<br>6776 W. Skylark Dr.<br>Glendale, AZ 85309                                 |

23. Termination. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days advance written notice.
24. Surrender of Possession. Upon the expiration or earlier termination or cancellation of this Agreement, Lessee's right to occupy the Property and exercise of the privileges and rights granted under this Agreement shall cease and Lessee shall surrender the Property in good condition, normal wear and tear excepted. Unless otherwise agreed to by the City in writing, Lessee shall remove all improvements, fixtures, equipment, and other personal property installed or placed by Lessee on the Property within thirty (30) days of the Expiration Date and repair, at its sole costs, any damage caused by such removal and restore the Property to a comparable condition as existed when the Property was first leased as a BMX Track on May 24, 2004 and as reasonably requested by the Director.
25. Severability. Should any provision of this Agreement be declared to be invalid by a court of competent jurisdiction, the Agreement shall automatically terminate unless otherwise agreed to in writing by the Parties.
26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning Lessee's use of the Property and supersedes all prior negotiations, understandings, and agreements related to such matters.
27. Interpretation. This Agreement shall be interpreted and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of either Party, regardless of which Party may have drafted any of its provisions.

28. Modifications. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is to be enforced.
29. Waiver of Breach. No waiver by either Party of any breach, default or any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, default or term of this Agreement, as the case may be. To be effective, all waivers shall be in writing and signed by the Party to be charged.
30. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument binding upon the Parties. A manually signed copy of this Agreement delivered by facsimile or emailed PDF shall be deemed to have the same legal effect as the delivery of an original signed copy of this Agreement.
31. Actions. This Agreement, and all matters arising out of or relating to this Agreement and the transactions it contemplates, shall be governed by the laws of the State of Arizona, and any actions brought pursuant to this Agreement shall be brought in the Superior Court of Maricopa County, Arizona. In the event of any litigation and/or arbitration between the City and Lessee related to this Agreement, the successful party shall be entitled to recover its own attorney's fees (whether in-house or outside counsel is used), expert witness fees, and all other costs incurred in connection with the litigation and/or arbitration.
32. Authorization. Lessee warrants that it has full corporate right, power, and authority to execute, deliver and perform this Agreement, and that all corporate action necessary for Lessee to approve the execution, delivery and performance of this Agreement has been taken, and that the individual executing this Agreement on behalf of Lessee is authorized to do so.

**LESSOR: Az Pro Trac**, an Arizona corporation

By:   
Mark Perkins, Board Director

Dated: 8/2/22

**LESSOR: CITY OF GOODYEAR**, an Arizona municipal corporation

By: \_\_\_\_\_  
Julie Karins  
Its: City Manager

Dated: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

*Exhibit(s) attached on following pages*

EXHIBIT "A"

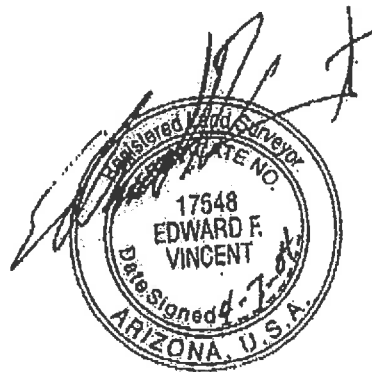
City of Goodyear  
BMX site.

LEGAL DESCRIPTION

That portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 1 North, Range 1 West, Gila and Salt River Meridian, City of Goodyear, Maricopa County, Arizona, described as follows:

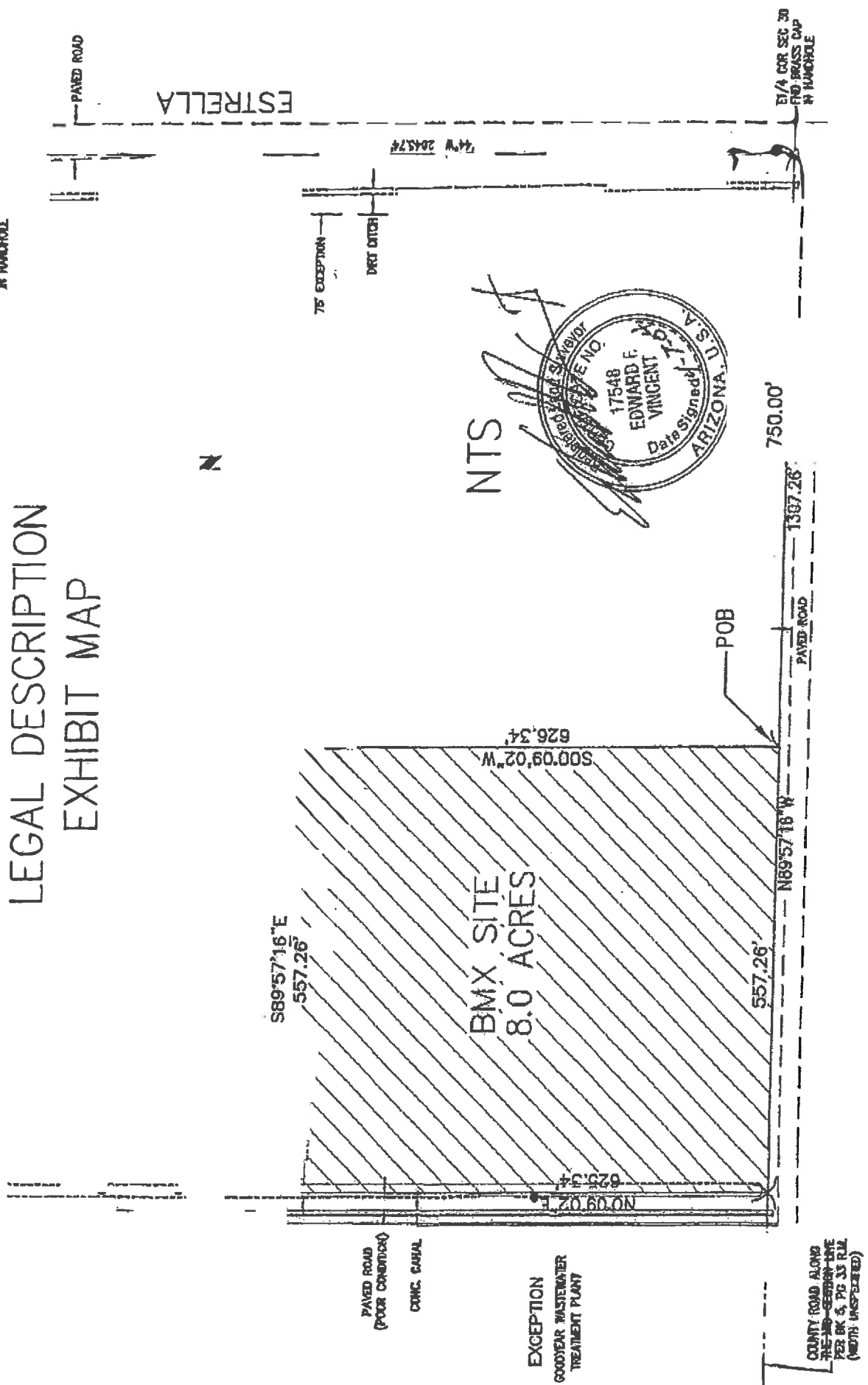
**COMMENCING** at the northeast corner of said Section 30; thence  $S00^{\circ}09'44''W$  2,645.74 feet along the east line of said Section 30 to the west Quarter Corner of said Section 30; thence  $N89^{\circ}57'16''W$  750.00 feet along the east-west mid-section line of said Section 30 to the **POINT OF BEGINNING**; thence continuing  $N89^{\circ}57'16''W$  557.26 feet along said mid-section line to the west line of said Southeast Quarter of the Northeast Quarter of Section 30; thence  $N00^{\circ}09'02''E$  625.34 feet along said west line; thence  $S89^{\circ}57'16''E$  557.26 feet; thence  $S00^{\circ}09'02''W$  625.34 feet to the **POINT OF BEGINNING**.

Parcel contains 348,480 square feet or 8.000 acres, more or less.



Olsson Associates  
7250 N. 16<sup>th</sup> St., Ste 210  
Phoenix, Arizona 85020  
Ph. 602-748-1000

WE DO SEC 30  
FIND BRASS CAP  
IN WARDHOUSE



**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/28/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                            |  |                                                                                                                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>USI Insurance Services LLC</b><br><b>2375 E. Camelback Rd, Suite 250</b><br><b>Phoenix, AZ 85016</b> |  | <b>CONTACT NAME:</b> Jessica Quiroz<br><b>PHONE (A/C, No, Ext):</b> 602-374-1327 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Jessica.Quiroz@usi.com |  |
|                                                                                                                            |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                    |  |
|                                                                                                                            |  | <b>INSURER A:</b> Philadelphia Indemnity Insurance Co.                                                                                                  |  |
|                                                                                                                            |  | <b>INSURER B:</b>                                                                                                                                       |  |
|                                                                                                                            |  | <b>INSURER C:</b>                                                                                                                                       |  |
|                                                                                                                            |  | <b>INSURER D:</b>                                                                                                                                       |  |
|                                                                                                                            |  | <b>INSURER E:</b>                                                                                                                                       |  |
|                                                                                                                            |  | <b>INSURER F:</b>                                                                                                                                       |  |

**INSURED**  
**American Bicycle Association**  
**dba: USA BMX**  
**1645 W Sunrise Blvd**  
**Gilbert, AZ 85233**

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X X                | PHPK2382444   | 03/01/2022              | 03/01/2023              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$Excluded<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COMP/OP AGG \$1,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY                                                                 |                    | PHPK2382444   | 03/01/2022              | 03/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                              |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                               |                    | PHUB804152    | 03/01/2022              | 03/01/2023              | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>\$                                                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                   | N/A                |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                            |

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

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

Re: Goodyear BMX Raceway

**CERTIFICATE HOLDER****CANCELLATION**

City of Goodyear  
 190 N. Litchfield Road  
 Goodyear, AZ 85338-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Sponsors

All other terms and conditions of this Policy remain unchanged.

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

4. Co-Promoters

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

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

All other terms and conditions of this Policy remain unchanged.