KLAMATH COUNTY

TOURISM GRANT LETTER OF AGREEMENT

Organization (Grant Recipient): Exchange Club of Klamath
Project Name: Sagebrush Rendezvous Art
Project Contact: Tracy.Ronningen@gmail.com

Amount of Award: $1,800
Completion Date: 11/29/2018
Date: 11/29/2018

Klamath County agrees to provide grant funding for the above referenced project as consideration for Grant Recipient satisfactorily performing the Project described in the grant application received by Klamath County, attached to and hereby made a part of this agreement, and subject to the following additional terms and conditions:

1. **Project Description:** **Sagebrush Rendezvous Charitable Art Show and Sale,** as described in Exhibit 1, Grant Application.

2. **Use of Funds:** Funds shall be expended consistent with this agreement and solely on projects that meet the requirements as set forth by the Tourism Grant Review Panel. Projects must be completed within nine (9) months of contract signature.

   2.1. Funds not expended will be retained by the County and included in a future grant cycle. Funds may not be used for the following:

      2.1.1. Legal and insurance expenses.

      2.1.2. Projects that include fund raising requests for feasibility studies, prizes or awards and requests for capital funding.

      2.1.3. Projects that could be considered a regular cost of doing business.

   2.2. **Release of Funds:** Grant funds will only be released upon receipt of the following:

      2.2.1. The Grant Recipient must send Klamath County an original Drawdown Request signed in ink (see Attachment 1). Checks will be issued according to the County's usual Accounts Payable schedule.

      2.2.2. Drawdown requests (Attachment 1) may be made as necessary and will include an accounting of all funds expended and the associated documentation including but not limited to: timesheets, bills, invoices, canceled checks, receipts, etc. Checks are payable to Grant Recipient, not the organization's vendors.

      2.2.3. The total draw request should equal or exceed the attached documentation for the total dollar amount of the check you are requesting from Klamath County.

      2.2.4. The Grant Recipient will keep records of all expenditures relating to Tourism Grant Funding. Vouchers, consisting of, bills, invoices, canceled checks, receipts, quotes, estimates, etc., will be retained by the Grant Recipient for three (3) years after the submission and acceptance of a final copy by Klamath County.

3. **Final Product(s):** Grant Recipient submit a written report, (Attachment 2) to Klamath County summarizing and evaluating the accomplishments of their project within 60 days of the completion of the project, and provide electronic copies of ALL advertising or promotional materials on a CD.

4. **Applicable Laws, Legal Advice, Licenses:** Grant Recipient shall comply at Recipient's own expense with all laws of any municipal, county, state, federal or other public authority respecting the use of Tourism Grant Funds, which may include public contracting laws. Both parties agree to comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts or other state or federal law. The Grant Recipient shall be responsible obtaining its own legal advice, if necessary, concerning the applicability such laws and/or compliance with such laws. The Recipient shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law. The Contractor, throughout the duration of this Contract and any extensions, shall comply with all federal, state and local
KLAMATH COUNTY

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laws, regulations, and ordinances applicable to this Contract or to the Contractor’s obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

4.1. The Department’s performance under this Contract is conditioned upon the Contractor’s compliance with ORS 279B.220, 279B.225, 279B.230 and 279B.235. The Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010 (1) (ee)), recycled PETE products (as defined in ORS 279A.010 (1) (ff)), and other recycled plastic resin products and recycled products (as “recycled product” is defined in ORS 279A.010 (1) (gg)).

4.2. Any violation of subsection (a.) of this section shall constitute a material breach of this Contract. Further, any violation of this Contract, which Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- Termination of this Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty, and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing the replacement Services/replacement Goods/ a replacement contractor.

4.3. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.4. Contract shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:

4.5. No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving this assistance.

4.6. It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual; with respect to compensation, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual’s race, color, sex, religion, or national origin.

5. Insurance: Grant Recipient shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Grant Recipient or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

5.1. Grant Recipient shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.

5.2. Grant Recipient shall endorse the Grant Recipient’s General Liability (CGL) to include Klamath County as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010/1985 edition or its equivalent.

5.3. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the Grant Recipient or its insurer(s) to the County.

5.4. Grant Recipient’s insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. Grant Recipient’s insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.

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5.5. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

5.6. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the Grant Recipient or his subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the Grant Recipient shall ensure that proper coverage is purchased and maintained.

5.7. Grant Recipient and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of Klamath County when available.

5.8. Klamath County will waive the required Worker's Compensation (WC) coverage if the Grant Recipient submits a letter, on official letterhead, stating they agree that they will obtain WC coverage immediately upon utilizing volunteers or hiring any employees during the period of the contract.

5.9. Klamath County will waive the required Auto Liability coverage if the Grant Recipient submits a letter, on official letterhead, stating absolutely no driving will be done related to the contract and that they will obtain Auto Liability coverage in advance if they travel in any way in support of the contract, i.e. training our staff, meetings to implement, etc.

5.10. Grant Recipient shall ensure that the County is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.

❖ Personal Services Contracts: Used to contract for personal services such as consultants or trainers.

a. Contracts should have the following:
   - General Liability
     - Each Occurrence $1,000,000
     - Aggregate $2,000,000
     - Operations $1,000,000
       - Products and Completed
     - Personal/Advertising Injury $1,000,000
   - Auto Liability
     - Combined Single $1,000,000
   - Workers' Compensation
     - Statutory Limits
     - Employers Liability
       - $1,000,000
   - Indemnity Clause

❖ Professional Liability Coverage: Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of $1,000,000.

6. Indemnification: Grant recipient agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Recipient or its agents or employees. Grant Recipient agrees to defend and hold harmless Klamath County from any claim or action alleging misuse, misappropriation, spending of funds for ineligible expenses, or inadequate oversight related to this grant.

7. Public Access and Use: If Grant Recipient's Project includes any capital improvements, Grant Recipient agrees to maintain or ensure continued public access to such improvements.

8. Publicity and Acknowledgement of Support: Tourism Grant fund recipient agrees to give appropriate credit to Klamath County for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding services performed pursuant to this Agreement or the Klamath County Logo Usage Agreement, i.e. "This project was partially funded by the Klamath County transient room tax grant program."

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9. Amendments: Should there be any material change in the purpose, character, method of operation, budget, personnel, sub-contractors, governance, or grant period for the project as approved by Klamath County, the Grant Recipient will provide timely written notice of these changes to the Klamath County Commissioners. This agreement and referenced attachments set forth the entire understanding of the parties and may be modified only by a written instrument duly executed by both the Grant Recipient and Klamath County Commissioners.

10. Termination: This agreement may be terminated or modified upon the occurrence of the following circumstances:

10.1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Failure to comply with the conditions of the Agreement or Logo Usage Agreement is cause for Klamath County to terminate and Grant Recipient becomes ineligible for grant funds for the next 4 (four) application cycles.

10.2. In the event of termination prior to Project completion Klamath County will cancel all unpaid installments of the Project and will be entitled to return of any funding expended for purposes not authorized by Klamath County.

10.3. In the event Grant Recipient fails to comply with Section 5 (Applicable Laws) or Section 8 (Public Access and Use) of this agreement, Grant Recipient shall refund the entire grant award to Klamath County.

11. Subcontracts: Contractor shall not enter into any subcontracts for any services required under this Contract without Department’s prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract provisions to ensure that Department will receive the benefit of subcontractor’s performance as if the subcontractor were Contractor. Department’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

12. Third Party Beneficiaries: County and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Department is an intended beneficiary of the terms of this Contract.

13. HIPPA Compliance: If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

13.1 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor’s clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 407-014-0000 et. Seq., or County policy, Section 900. "HIPAA Policy" of the Klamath County Human Resources Policy & Procedures Manual, if done by County. A copy of the most recent Klamath County Human Resources Policy & Procedures Manual is available through the Human Resources Department at 305 Main Street, Klamath Falls, Oregon 97601.

14. Severability: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

15. Attorneys’ Fees: Neither County nor Contractor is entitled to recover attorney’s fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

16. Conflict of Interest:
TOURISM GRANT LETTER OF AGREEMENT

16.1. Klamath County desires to have Grant Recipient refrain from activities which could be interpreted as creating an organizational conflict of interest.

16.2. Grant Recipient agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where Grant Recipient has a personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Grant Recipient's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.

17. Authorization: The undersigned certifies under penalty of perjury both individually and on behalf of Grant Recipient that: The undersigned is a duly authorized representative of Grant Recipient, has been authorized by Grant Recipient to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Grant Recipient.

KLAMATH COUNTY
BOARD OF COMMISSIONERS:

Klamath County Board of Commissioners
305 Main Street
Klamath Falls, OR 97601
(541) 883-5100

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Klamath County Counsel

GRANT RECIPIENT:

Sagebrush Rendezvous Art Show & Sale
By the: Exchange Club of Klamath Falls
PO Box 1261
Klamath Falls, OR 97601
(541) 891-8618

[Signature]

Sagebrush Chairperson
Title
KLAMATH COUNTY LOGO USAGE AGREEMENT

The County logo is a valuable asset of our organization. We ask that you help us preserve and protect our trademark through the appropriate use of the County logo in accordance with this agreement. The following provisions are included:

THIS AGREEMENT shall constitute a non-exclusive license granted by Klamath County, Oregon (County) to Exchange Club of Klamath Falls (User) for the use of County's name and/or logo under the following terms and conditions:

1. Logo will be provided by County in electronic format. The County logo may be either in single color or full (process) color and must not be scaled disproportionately. The County logo may not be altered or modified in any way. Failure to follow these guidelines may endanger our legal trademark rights.

2. County reserves the right to approve all uses of its name and logo. Users must provide detailed information of how logo will be used. If used in a print advertisement, User must provide name and date(s) of publication. If used in a broadcast advertisement, User must provide station call letters and flight dates of ad. If used in a promotional advertisement, User must provide date of promotional event and details of promotion's purpose. For website usage linking instructions will be emailed.

3. User must provide County with a copy of final proof ONE WEEK in advance of publication or broadcast.

4. Primary Contact for all logo requests will be the County Chief Financial Officer. Use of the County logo must be jointly approved by the Klamath County Board of Commissioners and Chief Financial Officer. Upon approval, the County Finance Department will forward the electronic files and proper logo guidelines to the User.

5. County reserves the right to reject requests for use of the County logo, name, or likeness.

6. All use of County logo, name, and likeness must cease and desist upon termination of the Agreement.

7. Recipient acknowledges that the name and logo are the sole and separate property of the County and any use hereunder shall not give rise to any right of use or ownership except as set forth herein.

8. This license shall commence the 19 day of December, 2017.

9. This agreement is non-transferrable. Use of the County logo by any other person or organization is strictly forbidden without prior written approval from the Klamath County Chief Financial Officer.

10. If logo use does not cease upon written notice from County and legal action is taken, User agrees to reimburse County for all expenses in connection with this agreement.

11. Upon any violation of the terms of this agreement by User, Klamath County may terminate the license forthwith, and upon written notice to User to that effect, User shall cease all use of the name, logo or likeness and shall not thereafter use, broadcast, distribute or display any items, documents, ads or other materials containing County's name, logo or likeness and User becomes ineligible for grant funds for the next four (4) application cycles.

Chairman of Board of County Commissioners

Vickie Noel

Chief Financial Officer

ASS1.

Form # KCF 3011
Revised the 23rd of August, 2013
Grant Cycle: Fall 2017
Title of Project: Sagebrush Rendezvous Art Show & Sale
Funds Requested: $2,500
Organization Applying: Exchange Club of Klamath Falls
Contact Person: Tracy Ronningen, Committee Chair
Phone Number: 541-891-8618
Email Address: tracy.ronningen@gmail.com
Mailing Address: Exchange Club, PO Box 1261, Klamath Falls, OR 97601
Web Site Address: www.sagebrushrendezvous.org
www.exchangeclubofkf.com/sagebrush

Brief Description of Project including date, time and location:

The 40th Annual Sagebrush Rendezvous is a celebration of the arts and culture of the region, a festive event to gather those who appreciate the arts and talents of the region. The next annual event will be held January 27 and 28, 2018, from 10 a.m. to 5:30 p.m. on Saturday and 11 a.m. to 5:30 p.m. Sunday, at the Running Y Ranch Convention Center. Tickets are $10 per person. Regional artists are invited to personally show their works. Free beer, wine, cheese, and bread tasting is offered from 2-5 p.m. both days to increase attendance. Beneficiaries of the proceeds include Klamath-Lake CARES, Special Olympics, Friends of the Children, Junior Achievement and the American Cancer Society’s local Relay for Life. In 2017 the event attracted 1,000 people, generated revenue of $36,000 and distributed $15,000 to charities. This year, the Sky Lakes Medical Center Foundation will join forces with the Exchange Club for additional planning and volunteer power as the event continues to grow. The goal for 2018 is to sell 1,500 tickets, generate $43,850 in revenue and award $20,900 to beneficiary nonprofit organizations.

The undersigned, as proposer, declares that he/she has carefully examined the requirements of the Klamath County Tourism Grant Application packet and agrees, if the application is funded, that proposer will enter into an agreement with Klamath County to furnish the services as specified, in accordance with the grant application attached.

Signature of Applicant ___________________________ Date ________________

If the applicant is requesting funds on behalf of another organization, the application must be approved by that organization.

Signature of Organization ___________________________ Date ________________
SPONSORSHIP TOURISM GRANT APPLICATION QUESTIONS

PROJECT DESCRIPTION

1. Provide a detailed description of the project and activities.

The 40th Annual Sagebrush Rendezvous will be held January 27 and 28, 2018, from 10 a.m. to 5:30 p.m. on Saturday and 11 a.m. to 5:30 p.m. Sunday, at the Running Y Ranch Convention Center. Tickets are $10 per person. For 30 years, the Sagebrush Rendezvous was directed by Wayne Snoozy to benefit unfunded projects in the county schools, and showcased western and wildlife art. In 2008, the Exchange Club assumed event management with Wayne’s continued involvement, expanding the original show to include many different genres and price ranges of art, inviting regional artists to personally show their works, providing free beer, wine, cheese, and bread tasting from 2-5 p.m. both days, and a quick draw contest on Saturday. Beneficiaries of event proceeds have also expanded to include Klamath-Lake CARES, Special Olympics, Friends of the Children, Junior Achievement and the American Cancer Society’s local Relay for Life. This year, the Sky Lakes Medical Center Foundation will join forces with the Exchange Club for additional planning and volunteer power as the event continues to grow.

PROJECT GOALS

2. How many out of county visitors do you expect to attract to the project? How will you track the number of out of county visitors versus the number of locals?

The goal for 2018 is to generate $43,850 in revenue and $20,900 to beneficiary nonprofit organizations, to expand attendance by 50% and to attract at least 1,500 ticket buyers, with at least 150-200 of them out-of-county visitors, as measured by ticket stubs completed and entered in door prize drawings.

The 2017 event generated revenue of $36,000 and distributed $15,000 to charities by selling approximately 1,000 tickets, about 10% of them from out of county.

Since the event lasts two days, and other activities are linked to the “About Klamath County” section of the website http://www.sagebrushrendezvous.org/about-klamath, visitors are encouraged to stay, play and explore the winter wonderland that Klamath County has to offer.

QUALIFICATIONS OF APPLICANT

3. Describe your organization/project management team. How are these individuals qualified to lead this project?

Tracy Ronningen is the Sagebrush Rendezvous Committee Chair, responsible for overall event planning, staffing, advertising and promotions. Other committee members include Judy Phearson, artists; Patricia Anderson, data entry and tracking; Adrienne Brennan, wine-beer-cheese tasting; Laura Pulley, facility, layout and liquor licenses; Dick Roberts, printing, postage and mailing. Founder Wayne Snoozy continues to be an active advisor and supporter of the event. Lauren Jespersen and Ken Morton join the team this year to provide additional support where needed.
4. Describe your team's experience in operating past or similar projects.

The Exchange Club and current committee members have planned and operated the Sagebrush Rendezvous for the past 10 years. Wayne Snoozy founded the event 40 years ago and continues to be involved as an advisor and supporter. The Klamath Art Association and more than 20 local and regional artists donate their time to make the event a midwinter celebration. This year, Lauren Jespersen, Ken Morton and the Sky Lakes Medical Center Foundation bring additional successful event planning and promotional experience to the table for what intends to be the biggest, best, Sagebrush Rendezvous ever!

PROJECT PLAN
5. How will you give credit to Klamath County for its support in our event or project?

If a $2,500 sponsorship is granted, Klamath County will receive prominent logo recognition on both the event and Exchange Club websites, print and broadcast advertising, marketing brochure, direct mail, and posters. Sponsorship name recognition will also appear on news releases distributed through print, broadcast and social media in Oregon and Northern California. In turn, we anticipate that Klamath County and Discover Klamath will include the Sagebrush Rendezvous in their calendars, websites and other tourism promotions.

6. Provide a detailed timeline of your event and marketing efforts leading up to the event or project including out of county marketing.

AUGUST – Begin planning show last full weekend the following January.
SEPTEMBER – Committee chairs established and begin responsibilities.
OCTOBER – Verify and elicit sponsors, determine charitable beneficiaries, create marketing materials (brochure, posters, tickets, postcards, PSAs, news releases). Send invitations and applications to artists.
NOVEMBER – Update websites, send direct mail letters and brochures to more than 100 artists, galleries and art associations throughout Oregon and Northern California; distribute tickets to members in blocks of 10 for $100 to sell for corporate and group buyers; contact vendors/donors for cheese, bread, beer and wine tasting; jury artists by end of month.
DECEMBER – Select juried artists for the show.
Announce dates, featured artists and beneficiaries via news release; confirm insurance and liquor licenses; finalize advertising and promotional schedule to include media in Medford, Bend, Redding, Eugene and smaller communities in between, as well as communities where other artists may live.
Present news releases on juried artists that will be participating in the show.
JANUARY – Continue to distribute regional news releases on featured and juried artists that will be participating in the show.
Recruit additional volunteers and set up work schedule; set up facility Thursday and Friday before showtime on Saturday and Sunday!
FEBRUARY – Evaluate success of event in terms of funds raised, attendance, qualitative feedback; prepare thank you notes and release for newspaper within one week of event; identify and invite next year’s featured artist; pay artists and expense invoices; verify facility dates for next year; brainstorm ways to improve.

MARCH & APRIL – Off

MAY – Distribute funds to beneficiaries.

JUNE – Club tax return due.

7. Describe your target market/audience.

The Sagebrush Rendezvous seeks to attract 1) artists in a variety of media and price ranges throughout Oregon and Northern California, who in turn will attract attendance by 2) adults over age 21 who enjoy, appreciate and purchase fine and decorative arts at all price points, from $25 to $2500. Children under 12 are free.

8. How will you measure attendance in drawing out of county visitors to the project?

Examples: Hotel Rate Code, Ticket Sales, Trail Counts. (Be specific)

The Sagebrush Rendezvous measures attendance in terms of tickets sold in advance and at the door, and number of out of county visitors by ticket stubs completed and turned in for door prize drawings.

9. List your potential sponsors and partners and how they contribute to the event or project.

The Sagebrush Rendezvous is fortunate to have more than 100 monetary and in-kind sponsors, donors advance ticket sellers and buyers, and volunteer support from beneficiary organizations hosting booths at the event:

The Exchange Club of Klamath Falls
Sky Lakes Medical Center Foundation
Klamath County Sponsorship Tourism Grant

Media Sponsors: KDRV, Basin Mediactive, Herald and News, BRD Printing, Wrinkledog, Klamath County Chamber of Commerce

Facility Sponsors: Running Y Ranch Resort, Aramark

Art and discounted jewelry: Favell Museum, Holliday Jewelry, All Seasons Mortgage


Food and Beverages: Mia’s and Pia’s Brewpub, the Creamery/Great Basin Brewing, Pepsi Cola Bottling Co., Quackenbush Coffee Co., Terry’s Donuts, Valley View Winery, additional wine donated by Sky Oak Wealth Management

Nonprofit organizations providing volunteers: Klamath-Lake CARES, Southern Oregon Special Olympics, Friends of the Children, Junior Achievement, American Cancer Society/Relay for Life, Miss Klamath County/Miss City of Sunshine/Miss Oregon Pageant
Advance ticket sales by 15-20 businesses and individuals.

10. If your organization is not awarded full funding, how would you modify your plans?

If Klamath County does not award full funding, the Exchange Club will have less seed money to promote the event beyond Klamath Falls and Medford, and may not reach our goals for 50% greater attendance and 150-200 out of area visitors. Lower attendance would also mean less revenue to share with the charities, as well.
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<td>Cheese &amp; Bread - bread 20-30 loaves</td>
<td>$165.00</td>
<td>$100.00</td>
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<td>Donations to Charities</td>
<td>$20,900.00</td>
<td>$1,000.00</td>
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<tr>
<td>Misc - Food/lodging</td>
<td>$1,440.00</td>
<td>$800.00</td>
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<tr>
<td>Permit - Liquor License - 2 day</td>
<td>$100.00</td>
<td>$700.00</td>
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<tr>
<td>Postage - Postcard mailing</td>
<td>$650.00</td>
<td>$300.00</td>
<td></td>
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<tr>
<td>Printing - artist entries &amp; Postage</td>
<td>$955.00</td>
<td>$600.00</td>
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<tr>
<td>Raffle - prizes - Holliday Jewelry</td>
<td>$250.00</td>
<td>$1,000.00</td>
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<tr>
<td>Starting Cash - to open up with</td>
<td>$500.00</td>
<td></td>
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<tr>
<td>Visa Fees - Merchant</td>
<td>$400.00</td>
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<tr>
<td><strong>EXPENSES</strong></td>
<td><strong>$43,850.00</strong></td>
<td><strong>$16,900.00</strong></td>
<td><strong>$</strong></td>
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</tr>
</tbody>
</table>
October 27, 2017

Klamath County Tourism Grant Committee
305 Main Street
Klamath Falls, OR 97601

RE: Sagebrush Rendezvous

Dear Committee Members:

I am writing this letter of support for the Sagebrush Rendezvous request and all they do to promote western and wildlife art. Their professionalism and dedication year after year to offer a unique art show, helps our community immensely by raising funds for various charitable organizations. This show also brings a diverse cultural experience to our county.

Having been the venue the past few years we fully support the Sagebrush Rendezvous in all of their endeavors.

I personally appreciate your consideration in providing the funds needed to help further this already unique show.

Sincerely,

Victoria Haley

Victoria Haley | Director of Sales and Marketing
5500 Running Y Road  Klamath Falls, OR 97601
P: 541.850.5570  |  C: 541.891.1253  |  F:541.850.5787
VictoriaH@runningy.com | RunningY.com
October 27, 2017

To Whom It May Concern
c/o The Exchange Club of Klamath Falls
P.O. Box 1261
Klamath Falls, OR 97601

I have been asked by the Exchange Club of Klamath Falls (ECKF) to write a letter of recommendation in support of its application for grant funding for the Sagebrush Rendezvous Charitable Art Show and Sale (SR). As the current President of the Klamath Art Association, I am pleased to do so.

The upcoming SR in January 2018 will be the 40th annual staging of this event. This two-day, weekend show and sale is a premiere art occasion in Klamath County, and draws exhibitors, vendors, and visitors from throughout the Pacific Northwest and beyond. The SR is held at the Running Y Resort, an upscale property that appeals to out-of-county visitors who appreciate and purchase art pieces, as well as to lodge in a beautiful environment complete with an Arnold Palmer-designed golf course. As the Running Y has recently added hotel and restaurant capacity in Klamath Falls itself, SR visitors have increased options for extended stays in the Klamath Basin.

The ECKF uses proceeds from this art sale to contribute to many local non-profits such as the Klamath Falls Special Olympics, Klamath Hospice, Junior Achievement, and Friends of the Children; as well as the American Cancer Society and other ECKF projects. The SR has raised and donated over $375,000 to charities and the community.

I heartily endorse the ECKF's Sagebrush Rendezvous both as an event that draws visitors into Klamath County and as a charitable activity. Please consider granting allowable funds to the ECKF to continue this history of supporting worthy causes in Klamath County.

Sincerely,

[Signature]

Kenneth Simpson, DBA, RN, FACHE(R)
Captain, USPHS (Retired)
kensimpson@aol.com
541-810-2583
October 27, 2017

Dear Klamath County Tourism Grant Committee:

Sky Lakes Medical Center Foundation is proud to write this letter of support for the Exchange Club of Klamath Falls’ Sagebrush Rendezvous Art Show and Sale. As a Foundation we have worked with the Exchange Club for a few years to help increase ticket sales for the event as a way to fundraise for CARES. CARES is a department of Sky Lakes Medical Center and relies on donations to meet its operations budget each year. Without the help of the Sagebrush Rendezvous, CARES would have a hard time meeting its fundraising goals.

Aside from the impact to CARES, the Sagebrush Rendezvous is a great event for our community. It is estimated that the event has brought close to 100 visitors to the Klamath area. This year, the exchange club plans to expand its marketing of the event to increase ticket sales and the number of visitors to our area. This is a wonderful event that showcases some amazing local art and is a cultural event that people have been enjoying for almost 40 years.

This year, staff from the Sky Lakes Foundation will be committing time to helping the exchange club, leveraging any grant funds the Club is able to acquire to aid in the marketing effort. I hope that you will consider this project as a finding opportunity.

Sincerely,

Lauren Jespersen
Director
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Stapleton Insurance & Risk Mgt
PO Box 1118
Sylvania, OH 43560
Craig Kachmarik, CIC

INSURED
Affiliated Exchange Clubs &
Districts of the National
Exchange Club
3050 W. Central Ave.
Toledo, OH 43606

CONTACT NAME: Craig Kachmarik, CIC
PHONE: 419-882-0016
FAX: 419-882-3911
EMAIL: 

INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Insurance Company
NAIC #: 23850

COVERAGES CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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.

<table>
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<tr>
<th>STATEMENT LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD. INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY ISSUED</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>PHPK1670753</td>
<td>07/01/2017</td>
<td>07/01/2018</td>
<td>$1,000,000</td>
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<td></td>
<td>X OCCUR</td>
<td></td>
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</table>

GENL AGGREGATED LIMITS APPLIES TO:
- POLICY
- PROJECT
- LOC

A
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
- NON-OWNED AUTOS

A
UMBRELLA LIABILITY
EXCESS LIABILITY
CLAIMS-MADE
X OCCUR

DED: RETENTION: $10,000

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED?
(Mandatory in NH)
Yes
No

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

EVENT & DATE: Sagebrush Rendezvous January 27-28, 2018
CLUB: Exchange Club of Klamath Falls
Klamath County is included as an additional insured for general liability / Liquor Liability is Excluded

CERTIFICATE HOLDER
KLAMA-1

Klamath County
305 Main Street
Klamath Falls, OR 97601

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
Kyle A. Southward

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

<table>
<thead>
<tr>
<th>Coverage Applicable</th>
<th>Limit of Insurance</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended Property Damage</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Limited Rental Lease Agreement Contractual Liability</td>
<td>$50,000 limit</td>
<td>2</td>
</tr>
<tr>
<td>Non-Owned Watercraft</td>
<td>Less than 58 feet</td>
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<tr>
<td>Damage to Property You Own, Rent, or Occupy</td>
<td>$30,000 limit</td>
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<tr>
<td>Damage to Premises Rented to You</td>
<td>$1,000,000</td>
<td>3</td>
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<tr>
<td>HIPAA</td>
<td>Clarification</td>
<td>4</td>
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<tr>
<td>Medical Payments</td>
<td>$20,000</td>
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<tr>
<td>Medical Payments – Extended Reporting Period</td>
<td>3 years</td>
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<tr>
<td>Athletic Activities</td>
<td>Amended</td>
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<tr>
<td>Supplementary Payments – Bail Bonds</td>
<td>$5,000</td>
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<tr>
<td>Supplementary Payment – Loss of Earnings</td>
<td>$1,000 per day</td>
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<tr>
<td>Employee Indemnification Defense Coverage</td>
<td>$25,000</td>
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<tr>
<td>Key and Lock Replacement – Janitorial Services Client Coverage</td>
<td>$10,000 limit</td>
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<tr>
<td>Additional Insured – Newly Acquired Time Period</td>
<td>Amended</td>
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</tr>
<tr>
<td>Additional Insured – Medical Directors and Administrators</td>
<td>Included</td>
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</tr>
<tr>
<td>Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)</td>
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<tr>
<td>Additional Insured – Broadened Named Insured</td>
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<tr>
<td>Additional Insured – Funding Source</td>
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<tr>
<td>Additional Insured – Home Care Providers</td>
<td>Included</td>
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<tr>
<td>Additional Insured – Managers, Landlords, or Lessors of Premises</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Lessor of Leased Equipment</td>
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</tr>
<tr>
<td>Additional Insured – Grantor of Permits</td>
<td>Included</td>
<td>8</td>
</tr>
<tr>
<td>Additional Insured – Vendor</td>
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<tr>
<td>Additional Insured – Franchisor</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Additional Insured – When Required by Contract</td>
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<td>9</td>
</tr>
<tr>
<td>Additional Insured – Owners, Lessees, or Contractors</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Additional Insured – State or Political Subdivisions</td>
<td>Included</td>
<td>10</td>
</tr>
</tbody>
</table>
A. Extended Property Damage

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

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

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

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

(a) Less than 58 feet long; and

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

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

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

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

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

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

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

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

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

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

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

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

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

Page 3 of 12
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F. HIPAA

SECTION I – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. Criminal Acts

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. Other Remedies

      Any remedy other than monetary damages for penalties assessed.

   d. Compliance Reviews or Audits

      Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.
G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

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

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

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

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

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

H. Athletic Activities

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

   e. Athletic Activities

      To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

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

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

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

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

J. Employee Indemnification Defense Coverage

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

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

   The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.
K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

   (1) Any natural person:

       (a) While in your service or for 30 days after termination of service;

       (b) Who you compensate directly by salary, wages or commissions; and

       (c) Who you have the right to direct and control while performing services for you; or

   (2) Any natural person who is furnished temporarily to you:

       (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

       (b) To meet seasonal or short-term workload conditions;

       while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

   (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

   (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this
Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

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

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

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

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

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

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

e. Home Care Providers – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

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

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

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

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or
organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

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

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

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

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

j. Franchisor — Any person or organization with respect to their liability as the grantor of a franchise to you.

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

l. Owners, Lessees or Contractors — Any person or organization, 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 when required by a contract.

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:

(a) 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

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

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

   (2) This insurance does not apply to:

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

      (b) “Bodily injury” or “property damage” included within the “products-completed operations hazard.”

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

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

   a. is amended to include:

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

      (1) You, if you are an individual;

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

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

   b. is amended to include:

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

      (1) You, if you are an individual;

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

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

N. Unintentional Failure To Disclose Hazards

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

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

O. Transfer of Rights of Recovery Against Others To Us

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

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

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

P. Liberalization

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

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

Q. Bodily Injury – Mental Anguish

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

"Bodily injury" means:

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

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

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

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

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

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

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

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

(1) Any insured; or

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

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

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

The above does not apply to fines or penalties imposed because of discrimination.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART

The following is added to A. CANCELLATION of the Common Policy Conditions of the above applicable coverage part:

A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders. Notice will be sent within the state mandated time frames that apply to the First Named Insured and that are shown in the Common Policy Conditions. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.

As respects Additional Insureds, the above cancellation provision applies only when an Additional Insured is added to the policy by a separate additional insured endorsement as the CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER does not provide additional insured coverage.
January 3, 2018

Regarding 2017 Klamath Tourism Grant

To whom it may concern:

It’s members nor volunteers will not be driving or be used as employee’s regarding the above Grant.

Sincerely,

[Signature]
Tracy L. Ronningen
Sagebrush Rendezvous Chairperson