

**PROPERTY USE AGREEMENT**

**THE STATE OF TEXAS                   §  
  §     **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF McLENNAN               §**

This Property Use Agreement (“Agreement”) is made by and between the City of Waco, a home-rule city and municipal corporation located in McLennan County, Texas (“City”) and Donald J. Trump for President 2024, Inc. (“DJTFP24”) (collectively, the “Parties”) and executed as of the date signed by both parties.

**WHEREAS**, the City owns and operates a municipal airport, Waco Regional Airport (“Airport”); and

**WHEREAS**, the City has received a request by DJTFP24 to use certain property at the Airport for the purpose of conducting a political event (“Event”); and

**WHEREAS**, City is willing to rent to DJTFP24 and DJTFP24 desires to rent from City, certain property (“Premises” or “Property”) at the Airport, as described herein and provided in Exhibits “A” and “B”, attached hereto and incorporated by reference,

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants and agreements contained herein,

The Agreement is made subject to the following terms and conditions:

**ARTICLE 1.**  
**TERM**

This Agreement begins on the date of the last signature of the Parties and ends on March 27, 2023.

**ARTICLE 2.**  
**LAND USE**

- 1. **Event Location.**
  - a. For and in consideration of the terms, conditions and covenants of this Agreement to be performed by DJTFP24, all of which DJTFP24 accepts, City hereby authorizes and permits DJTFP24 to use the Premises for the purpose of conducting the Event. The portion of the Premises shown on **EXHIBIT “A”** which is outlined in green shall be the location where the Event will occur (“Event Site”). DJTFP24 shall only use the portion of the Premises outlined and labeled in green on **EXHIBIT “B”** for parking (“Parking”) in connection with the Event. This Agreement shall not be deemed to be a lease or deemed to grant any estate or interest in land.

b. DJTFP24 warrants that the Event shall not interfere with commercial or general aviation operations at the Airport.

c. The Event shall take place outside of all aircraft movement areas and only on aircraft parking aprons. In no case shall any activities related to the Event, including the parking of aircraft, occur inside the Security Identification Display Area, which is bordered by the terminal building and marked by an 18-inch painted red line on the tarmac.

d. Attendees of the Event shall be prohibited from all areas of the Airport that are outside of the Event Site or Parking.

e. Ingress and egress for attendees of the Event at the Event Site are indicated on Exhibit "A".

## 2. **Rental Period.**

The Premises shall be available to DJTFP24 from 8:00 a.m. on **March 23, 2023**, to 8:00 p.m. on **March 26, 2023** ("Rental Period"). DJTFP24 shall have access to and use of Premises during Rental Period. During Rental Period, Premises shall be used for set-up and build-out, press load-in, security sweep, guest "doors open" time, Event, and break-down. City recognizes that Event will be held on **March 25, 2023**, during which press, invitees and other members of the public will attend Event on Premises.

## 3. **Temporary Structures.**

a. DJTFP24's production team is responsible for setting up non-pre-existing staging, lighting, seating, tables, bleachers, risers, tents, screens, restrooms, and any other logistical equipment as it relates to operations or facilities ("Structures") as needed for Event at DJTFP24's expense. DJTFP24 shall not construct or permit any permanent building or structure to be located on the Property.

b. Any temporary Structures anchored and/or attached to the Property shall be pre-approved through the City of Waco Aviation Department and shall be in accordance with an approved site plan. All temporary structures and appurtenances shall be kept clean and in good repair and condition.

c. The placement and height of all Structures must be approved by the Federal Aviation Administration ("FAA") so as to not interfere with air operations of the Airport.

4. **Damages to the Property.** DJTFP24 shall be responsible to repair any damages to the Property caused by DJTFP24, the Event, or Event attendees on the Premises, including the associated parking (including, but not limited to, rutting, replanting of wildflowers, and trash collection and litter removal) on the Premises. Any repairs to the Event Site must occur within 24 hours of the conclusion of the Event.

5. **Trash and Garbage.** DJTFP24 shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of the Event at the end of each day of the Event.

6. **Unmanned Aerial Systems.** DJTFP24 and attendees of the Event are prohibited from operating Unmanned Aerial Systems (colloquially known as “drones”) within 5 miles of the airport in accordance with FAA Title 14 CFR FAR Part 107.

**ARTICLE 3.**  
**FEDERAL REGULATIONS.**

1. **TSA.** DJTFP24 acknowledges that the Waco Regional Airport is a commercial service airport with a Transportation Security Administration approved Airport Security Program and agrees to abide by all rules, regulations, and procedures contained within.

2. **FAA.** DJTFP24 acknowledges that the Waco Regional Airport is an FAA FAR Part 139 certificated commercial service airport and agrees to abide by all rules, regulations, and procedures which govern the Airport.

**ARTICLE 4.**  
**RENT.**

1. **Rent Amount.** DJTFP24 agrees to pay City the sum of **\$6,000.00 per day for a total rent amount of \$24,000.00** to rent Premises for the Rental Period. *City represents that such sum constitutes fair market value* of the use of space and shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises, during rental period.

2. **Time of Payment.** Payment for rent shall occur via wire transfer at least 72 hours before the Event.

**ARTICLE 5.**  
**INSURANCE.**

DJTFP24 agrees to keep in full force and effect during the entirety of the Event, the following insurance types and amounts:

TYPE	
Workers' Compensation (If the applicant has no employees, this requirement may be waived by the outdoor events manager upon receipt of an affidavit to that effect.)	Statutory
Employer's Liability	\$1,000,000.00
General Liability Including: • Contractual Liability	<u>Bodily Injury</u> \$250,000.00 per occurrence; \$500,000.00 aggregate

<ul style="list-style-type: none"> <li>• Injury Liability</li> </ul>	<u>Property Damage</u> \$100,000.00 per occurrence; \$100,000.00 aggregate
Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	<u>Bodily Injury</u> \$250,000.00 per occurrence; \$500,000.00 aggregate <u>Property Damage</u> \$100,000.00 per occurrence; \$100,000.00 aggregate

All required insurance must: be effective for the entirety of the event; be issued by a company authorized to conduct business in the state of Texas; name the City of Waco, its officers, officials, volunteers, and employees as additional named insureds (except for Workers' Compensation Coverage); and shall not be subject to subrogation under any circumstances against the City, its officers, officials, volunteers, and employees.

DJTFP24 shall provide any/all certificate of insurance evidencing such coverage to City prior to rental period. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

**ARTICLE 6.**  
**EVENT SECURITY**

**1. Security of Secret Service Protectee(s).**

City acknowledges and agrees that the Event will feature individuals under the protection of U.S. Secret Service ("Protectee(s)"), and that Secret Service will operate in connection with the Event and have sole and direct responsibility for independently coordinating any law enforcement services necessary for the Event. City further recognizes that Secret Service is a federal government law enforcement agency and DJTFP24, a private political committee, has no affiliation with or control over Secret Service's actions in connection with the Event. As such, no law enforcement or related costs in connection with the security of the Protectee(s) will be the responsibility of DJTFP24 or City, and no such costs of the Security of the Protectee(s) will be coordinated or incurred by City, charged through City to DJTFP24, or otherwise be reimbursable expenses in connection with this Agreement. Notwithstanding the foregoing, DJTFP24 may, as necessary, separately provide private security contractors at DJTFP24's own expense to operate in conjunction with the Event. Any such private security contractors shall coordinate their activities with the Incident Commander.

**2. Security Screening.** United States Secret Service shall provide security screening for Event attendees, staff, and personnel to enter the Event Site.

**3. All Other Security Coordinated by City.** City shall coordinate all other security for the Event, including security for attendees of the Event in the Event Site, Parking, and traffic control. Chief Sheryl Victorian, or her designee, with the City of Waco Police Department shall be the primary point of contact for security issues ("Incident Commander").

4. **Traffic Control Plan.** City shall develop a Traffic Control Plan in conjunction with event staff and United States Secret Service.

5. **Invoice and Payment.** City shall invoice DJTFP24 the costs of any on-duty police officers and traffic and barricade fees by 11:59 p.m. on March 17, 2023. DJTFP24 shall reimburse the City in full for those expenses via wire transfer at least 24 hours before the Event.

6. **Off-Duty Law Enforcement Officers.** Any off-duty law enforcement officers shall be paid by DJTFP24 the day of the Event. The City shall provide DJTFP24 a cost estimate by 11:59 p.m. on March 17, 2023.

**ARTICLE 7.**  
**NO POLITICAL ACTIVITY BY CITY**

All City employees must abide by City of Waco Policy ADM-14: Employee Behavior Regarding Political Activity, and, where applicable, Chapter 255 of the Texas Election Code, Chapter 150 of the Texas Local Government Code, and the Hatch Act (5 U.S.C. § 1501, et seq.).

**ARTICLE 8.**  
**CONFIDENTIALITY/NON-DISCLOSURE**

This agreement is governed by the Texas Public Information Act (“TPIA”) and both Parties acknowledge that the City has disclosure responsibilities under the Act. City understands that City may come into the possession of confidential information that pertains to DJTFP24’s business, including but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures; all such materials will be marked “Confidential” by DJTFP24. City acknowledges that any and all of the foregoing, along with any and all other information provided to, generated by, or otherwise becoming known to City in connection with or incident to this Agreement, is privileged and confidential information in any form, and City further agrees not to retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose, , except as required by the TPIA. City agrees that confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property of DJTFP24 and will be immediately returned to DJTFP24 upon DJTFP24’s request or upon termination of this Agreement.

DJTFP24 and City agree not to disclose the negotiations, terms, or existence of the Agreement to any third-party, through any medium, until such time as DJTFP24 has formally announced the scheduling of the Event.

**ARTICLE 9.**  
**CANCELLATION/ATTRITION**

In the event of cancellation or attrition by DJTFP24, City agrees to undertake reasonable sales efforts to resell the cancelled function space. If City resells all or part of the cancelled function

space, the amount owed by DJTFP24 pursuant to this Paragraph shall be reduced in an amount equal to the revenue received by City from such resale, including revenues from the sale of food and beverages.

**ARTICLE 10.**  
**FAIR MARKET VALUE**

City represents the amount paid by DJTFP24 to City pursuant to the terms of the Agreement constitutes fair market value of the goods and/or services provided.

**ARTICLE 11.**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

City represents and warrants that the information provided to DJTFP24 on the Form W-9 ("Request for Taxpayer Identification Number and Certification") is true and accurate.

**ARTICLE 12.**  
**FORCE MAJEURE**

Neither party shall be liable to the other party for any delay or failure in the performance of such party's obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, explosives, riots, regulations or orders by the government, or subdivision thereof.

**ARTICLE 13.**  
**INDEMNIFICATION**

DJTFP24 AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE HOLDING OF THE EVENT (INCLUDING THE PREPARATION, SET-UP, TEARDOWN AND CLEANUP), WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

All expenses incurred by the City for public safety, sanitation and transportation personnel and resources required to preserve public order and protect public health, safety and welfare, together with any other expenses or costs that may be incurred by the City as a result of the Event shall be paid for by DJTFP24. DJTFP24 shall indemnify the City against all charges, expenses and costs, including the City's legal department services incurred on account of or by reason of any such injuries, damages, liability, claims, suits or losses and all damages growing out of the same.

**ARTICLE 14.**  
**MERCHANDISE AND FOOD VENDORS.**

DJTFP24 is hereby authorized by City to sell political merchandise in exchange for federal political contributions on the Premises. Any third-party vendors selling food or merchandise must be covered by an open-air vending permit secured by DJTFP24 from the City of Waco Planning Services Department prior to the beginning of the Event. Third-party vendors are prohibited from selling merchandise within the Event Site. The City is not responsible for any non- DJTFP24 individual and/or company in and/or around the Event selling merchandise.

**ARTICLE 15.**  
**BOX OFFICE/TICKETS**

City acknowledges that the Event will be a free ticketed political event, and that such tickets will be offered and distributed exclusively by DJTFP24.

**ARTICLE 16.**  
**NOTICES**

Notice addresses for City and DJTFP24 are as follows:

**City**  
City of Waco – Parks and Recreation  
P.O. Box 2570, Waco, Texas 76702-2570  
Attn: Megan Davis  
MeganD@wacotx.gov

**DJTFP24**  
Donald J. Trump for President 2024, Inc.  
P.O. Box 13570  
Arlington, VA 22219  
Attn: Bradley Crate

**ARTICLE 17.**  
**TERMINATION AND CANCELLATION OF AGREEMENT**

1. **Termination.** This Agreement shall terminate at the end of the full term hereof, unless extended, and DJTFP24 shall have no further right or interest in the Property.

2. **Termination by City Due to Default or To Protect the Public Health and Safety.** This Agreement shall be subject to termination by City in the event DJTFP24 shall default in the performance of any of the covenants or conditions required herein to be kept and performed by DJTFP24. In addition, City may terminate DJTFP24's right to use the Property in order to protect public health, safety, and welfare.

In either event, City may take immediate possession of the Property. Upon said entry, this Agreement shall terminate.

3. **Termination By DJTFP24.** DJTFP24 may terminate this Agreement by giving written notice to the City.

4. **DJTFP24's Requirements Upon Termination.** Upon termination of this Agreement, DJTFP24 shall, by the expiration of the Term Period and at DJTFP24's sole cost and expense, remove all temporary structures, equipment, accessories, and materials brought to the Property by DJTFP24 from the Property and restore said Property as nearly as practicable to its condition prior to the granting of the Agreement.

#### **ARTICLE 18.** **CLAUSES REQUIRED BY TEXAS GOVERNMENT**

By executing this Agreement, DJTFP24 verifies DJTFP24 does not boycott and will not boycott during the term of this Agreement, Israel, Energy Companies, or Firearm Entities pursuant to Texas Government Code Sections 2271 and 2274.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, DJTFP24 verifies DJTFP24 is not engaged in business with Iran, Sudan, or a foreign terrorist organization. DJTFP24 acknowledges this Agreement may be terminated and payment withheld if the certification is inaccurate.

#### **ARTICLE 19.** **GENERAL PROVISIONS**

1. **Choice of Law and Venue.** This Agreement is made and entered into in Waco, McLennan County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising hereunder shall be McLennan County, Texas. City does not waive any rights to a trial by jury.

2. **Compliance with Laws.** DJTFP24 shall at all times comply with all applicable federal, state, and municipal laws, ordinances, standards, codes, and other regulatory measures now in existence or, as may be hereafter modified or amended.

3. **Attorney's Fees.** The City shall not pay DJTFP24's attorney's fees or costs of court.

4. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive



its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.

5. **Agreement Approval.** Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.

6. **Damages to the Property.** DJTFP24 shall be responsible to repair any damages to the Property caused by DJTFP24 or Event attendees.

7. **Immunity Retained.** The City and DJTFP24 hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

8. **Limited Waiver of Immunity.** Notwithstanding anything to the contrary herein, the City and DJTFP24 hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.

Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and Company hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
- (b) the recovery of damages against City may not include consequential damages or exemplary damages;
- (c) Company may not recover attorney's fees; and
- (d) Company is not entitled to specific performance or injunctive relief against the City

9. **Assignment.** DJTFP24 shall not assign this Agreement without the prior written consent of the City.

10. **Discrimination.** In connection with the property use under this Agreement, DJTFP24 agrees not to discriminate against any person due to race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and local laws.

11. **Americans With Disabilities Act.** With respect to the Event, DJTFP24 recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). DJTFP24 represents that it has viewed or otherwise apprised itself of the access into the Property and accepts the Property as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Event complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as DJTFP24 modifies, rearranges or sets up on

the Property in order to accommodate DJTFP24's usage. DJTFP24 shall be responsible for any violations of the ADA, including, without limitation, those that arise from DJTFP24's seating areas or modification of other portions of the Property in order to accommodate DJTFP24's usage. DJTFP24 shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in compliance with the ADA.

12. **No Partnership.** DJTFP24 and City shall each be and remain independent parties with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, DJTFP24 and City a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

**ARTICLE 20.**  
**ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties, and shall not be amended except in writing signed by both parties.

\* \* \*

Authorized representatives of the parties have caused this Agreement to be executed by signing below.

**For City:** DocuSigned by:  
By: Bradley Ford  
2847269ECA95414...

Printed Name: Bradley Ford

Title: City Manager

Date: March 17, 2023

**For Donald J. Trump for President 2024, Inc.:**

DocuSigned by:  
By: Bradley J. Crate  
03442409A862403...

Printed Name: Treasurer

Title: Bradley Crate

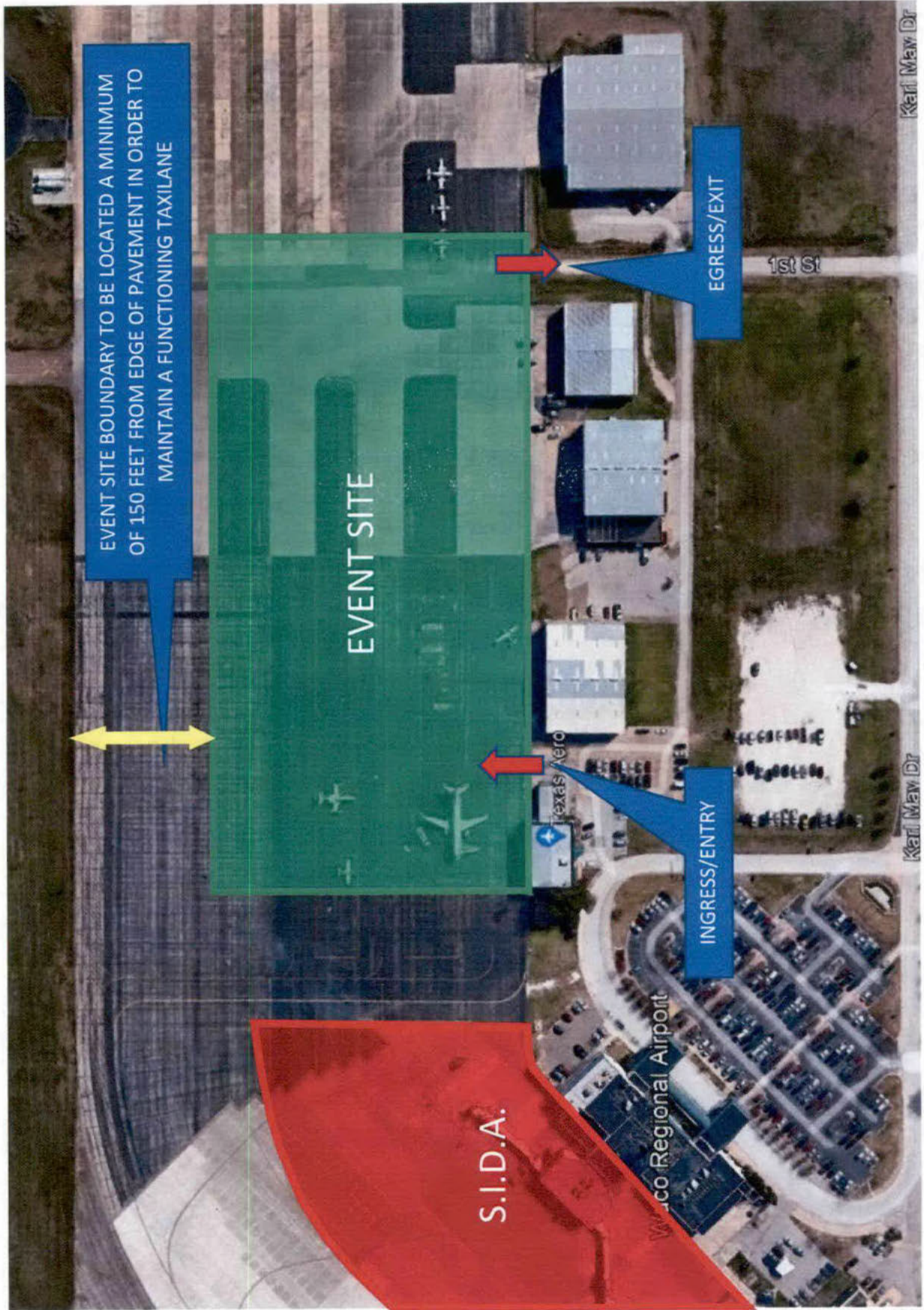
Date: March 17, 2023

**APPROVED AS TO FORM AND CONTENT:**

DocuSigned by:  
Lauren Olivarez  
748611665000439...

Lauren Olivarez, Assistant City Attorney

# **EXHIBIT “A”**



# **EXHIBIT “B”**



NOT AVAILABLE FOR  
EVENT PARKING

AVAILABLE FOR  
EVENT PARKING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2023

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

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

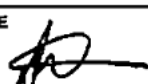
<b>PRODUCER</b> Acumen Solutions Group 35 Pinelawn Road Melville, NY 11747	<b>CONTACT NAME:</b> Stephen McCluskey <b>PHONE (A/C, No. Ext):</b> 631-393-5720 <b>E-MAIL ADDRESS:</b> smcccluskey@acumenins.com <b>PRODUCER CUSTOMER ID #:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Donald J Trump For President 2024 Inc. 2000 Palm Beach Lakes Blvd West Palm Beach, FL 33409	<b>INSURER A:</b> Zurich American Insurance Company	16535
	<b>INSURER B:</b> Technology Insurance Company Inc.	42376
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				03/23/2023	03/27/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB      OCCUR EXCESS LIAB      CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				02/01/2023	02/01/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS    OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder, the City of Waco, its officials, volunteers, and employees are included as an additional insured as their interest may appear. Subject to policy terms, conditions & exclusions.

<b>CERTIFICATE HOLDER</b> The City of Waco Waco Regional Airport 7909 Karl May Dr Waco, TX 76708	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/22/2023

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

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

<b>PRODUCER</b> Preferred Ins. Services, Inc 4035 Ridge Top Rd Ste 150 Fairfax VA 22030	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 703-667-5940 <b>E-MAIL ADDRESS:</b> certs@preferins.com	<b>FAX (A/C, No):</b> 703-991-4838
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Event Strategies, Inc. 510 King St Ste 315 Alexandria VA 22314-3132	<b>INSURER A:</b> Erie Insurance Company	<b>NAIC #</b> 26263
	<b>INSURER B:</b> Erie Insurance Exchange	<b>NAIC #</b> 26271
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2063772497                      **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.

INSP LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	3/14/2023	3/14/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		[REDACTED]	8/2/2022	8/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		[REDACTED]	3/14/2023	3/14/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED]	3/14/2023	3/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
A	Leased/Rented Equip			[REDACTED]	3/14/2023	3/14/2024	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: City of Waco, its officers, officials, volunteers, and employees are Additional Insured with respect to General Liability and Automobile Liability (UF-0057) regarding all work performed by the named insured. Umbrella Liability Follows form.

### CERTIFICATE HOLDER

City of Waco  
 Waco Regional Airport  
 7909 Karl May Dr.  
 Waco TX 76711

### 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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – SPECIFIED OPERATIONS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above;

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- b. Supervisory, inspection, architectural, or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering, or surveying services.

2. "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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Damage To Premises Rented To You - Fire Legal Liability**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

**Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

Exclusions 2.c. through 2.n. do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions, Paragraph 9.a.** of "insured contract" is deleted and replaced by the following:

**9.a.** A contract for 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, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

**B. Host Liquor Liability Coverage**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

**C. Non-Owned Watercraft**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft, Paragraph 2)a)** is deleted and replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

**D. Incidental Medical Malpractice**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph 1.:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.
3. Under **Section V – Definitions**, the following is added:
- "Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:
- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - c. Health or therapeutic service, treatment, advice, or instruction.

**E. Volunteer Workers - Medical Payments**

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

**F. Attorneys' Fees**

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

**G. Municipal Supervisors**

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

**H. Non-Owned and Hired Automobile Liability Insurance Coverage**

**1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
  - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

**2. Exclusions**

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

**a. Damage To Property**

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody, or control of the insured.

**b. Handling of Property**

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

**c. Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**d. Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

**3. Section II - Who Is An Insured**

**For Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs a., b., or c. above.

**4. The following are not included under Section II - Who Is An Insured:**

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-

owned auto", or any agent or employer of such owner or lessee; or

- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

**5. For Non-Owned and Hired Automobile Liability Insurance Coverage the following is added under Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance:**

This insurance is excess over any other automobile insurance available to you.

**6. The following are added to Section V - Definitions:**

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

**I. Additional Insured - Managers or Owners of Buildings**

**1. The following is added under Section II - Who Is An Insured:**

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

**2. The following is added under Section I - Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions:**

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
  - b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
  - c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.
3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**J. Additional Insured – Mortgagee, Assignee, or Receiver**

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I -- Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

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

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**K. Additional Insured – Lessor of Leased Equipment**

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions**:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**L. Damage to Customers' Autos Coverage – Legal Liability**

1. The following is added to Paragraph I. under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement:**

**Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability**

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability:**

**a. Owned, Rented, or Demo Autos**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

**b. Employee Dishonesty**

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

**c. Wear and Tear**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

**d. Defective Parts or Faulty Work**

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to "property damage" to "your work" arising out of it or any part of it.

**e. Racing, Speed, or Demolition Contests**

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions:**

**Deductible**

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

**Kentucky Only:** Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions:**

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

**M. Waiver of Subrogation**

**Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us** is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

**N. Primary and Non-Contributory Insurance**

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

**O. Definitions**

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

ERIE INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
WC 00 03 13 (Ed. 1/86) UF-8641

Q87-1501310

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **Schedule**

“Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver”



## **CANCELLATION NOTICE TO DESIGNATED ENTITY**

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days (IL – 60 days) before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.



# City of Waco

P.O. Box 2570  
Waco, Tx 76702-2570  
(254) 750-5640

Invoice No. DJTFP2024

## INVOICE

### Customer

Name Donald J. Trump for President 2024, Inc  
Address P.O. Box 13570  
City Arlington State VA ZIP 22219  
Phone \_\_\_\_\_

Date 3/17/2023  
Order No. \_\_\_\_\_  
Rep M Davis  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Rental Fee <i>(\$6,000 per day March 23-March 26)</i>	\$24,000.00	\$24,000.00
1	City of Waco Police Officers <i>(54 officers for 12 hours)</i>	\$46,611.36	\$46,611.36
1	City of Waco Traffic Services <i>(TCP Design, set/strike,)</i>	\$13,791.76	\$13,791.76
1	City of Waco Fire Services <i>(2 engines and staffing)</i>	\$4,573.31	\$4,573.31
<i>Due Wednesday, March 22, 2023 8 am CST</i>			

SubTotal	\$88,976.43
DEPOSIT PAID	
PAYMENTS	
<b>TOTAL AMOUNT DUE:</b>	<b>\$88,976.43</b>

Office Use Only

*Additional charges may apply such as Fire Marshal Tent Permit, Environmental Health Permits, Open Air Vending Permit, and Solid Waste fee if you choose to use the City of Waco as a vendor for this service*

Thank You



# City of Waco

P.O. Box 2570  
 Waco, Tx 76702-2570  
 (254) 750-5640

Invoice No. DJTFP2024

## INVOICE

### Customer

Name Donald J. Trump for President 2024, Inc  
 Address P.O. Box 13570  
 City Arlington State VA ZIP 22219  
 Phone \_\_\_\_\_

Date 3/17/2023  
 Order No. \_\_\_\_\_  
 Rep M Davis  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Rental Fee <i>(\$6,000 per day March 23-March 26)</i>	\$24,000.00	\$24,000.00
1	City of Waco Police Officers <i>(42 officers for 12 hours)</i>	\$35,805.24	\$35,805.24
1	City of Waco Traffic Services <i>(TCP Design, set/strike,)</i>	\$13,791.76	\$13,791.76
1	City of Waco Fire Services <i>(2 engines and staffing)</i>	\$4,573.31	\$4,573.31

*Due Wednesday, March 22, 2023 8 am CST*

SubTotal	\$78,170.31
DEPOSIT PAID	
PAYMENTS	
<b>TOTAL AMOUNT DUE:</b>	<b>\$78,170.31</b>

Office Use Only

*Additional charges may apply such as Fire Marshal Tent Permit, Environmental Health Permits, Open Air Vending Permit, and Solid Waste fee if you choose to use the City of Waco as a vendor for this service*

*Thank You*



# City of Waco

P.O. Box 2570  
Waco, Tx 76702-2570  
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Invoice No. DJTFP2024

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Name Donald J. Trump for President 2024, Inc  
Address P.O. Box 13570  
City Arlington State VA ZIP 22219  
Phone \_\_\_\_\_

Date 3/17/2023  
Order No. \_\_\_\_\_  
Rep M Davis  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Rental Fee - Paid 3/22/2023 <i>(\$6,000 per day March 23-March 26)</i>	\$0.00	\$0.00
1	City of Waco Police Officers <i>(21 officers for 12 hours)</i>	\$18,349.20	\$18,349.20
1	City of Waco Traffic Services <i>(TCP Design, set/strike,)</i>	\$13,791.76	\$13,791.76
1	City of Waco Fire Services <i>(2 engines and staffing)</i>	\$4,573.31	\$4,573.31
<i>Balance due Friday, March 24, 2023 8 am CST</i>			

SubTotal	\$36,714.27
DEPOSIT PAID	
PAYMENTS	
<b>TOTAL AMOUNT DUE:</b>	<b>\$36,714.27</b>

Office Use Only

*Additional charges may apply such as Fire Marshal Tent Permit, Environmental Health Permits, Open Air Vending Permit, and Solid Waste fee if you choose to use the City of Waco as a vendor for this service*

Thank You



PROJECT AND GL ACTIVITY REPORT AMTS BY PROJ STRING

POSTED PROJECT ACTIVITY FOR MAR 2023 TO APR 2023

GL ACCOUNT TITLE ACTUALS

SPAIR1 SPECIAL EVENT - AIRPORT

E SPAIR1 -PAYROLL - SPECIAL EVENT --AIRPORT PAYROLL

10000101 601020 PART TIME - REGULAR 95.40

Project Journal	Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Sec#	GL Year/Per	Amount
	03/30/2023	353	1	prAj033023	PRJ	1730	23	2023/06	95.40

10000101 612200 GF-ADMIN -SOC SEC-MEDIC 7.29

Project Journal	Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Sec#	GL Year/Per	Amount
	03/30/2023	353	2	prAj033023	PRJ	1730	25	2023/06	5.91
	03/30/2023	353	3	prAj033023	PRJ	1730	25	2023/06	1.38

10000101 612600 GF-ADMIN -WORK COMP 0.22

Project Journal	Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Sec#	GL Year/Per	Amount
	03/30/2023	353	4	prAj033023	PRJ	1730	27	2023/06	0.22

10001811 601010 REGULAR SALARIES 405.68

Project Journal	Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Sec#	GL Year/Per	Amount
	03/30/2023	353	5	prAj033023	PRJ	1730	108	2023/06	405.68

10001811 601030 OVERTIME 576.12

Project Journal	Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Sec#	GL Year/Per	Amount
	03/30/2023	353	13	prAj033023	PRJ	1730	109	2023/06	576.12

10001811 612200 GF-STREET -SOC SEC-MEDIC 75.10

PROJECT AND GL ACTIVITY REPORT AMTS BY PROJ STRING

POSTED PROJECT ACTIVITY FOR MAR 2023 TO APR 2023

GL ACCOUNT	TITLE	ACTUALS									
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Year/Per	GL Year/Per	Amount	Amount
03/30/2023	353	14	prAj033023	PRJ	1730	110	2023/06	2023/06	2023/06	60.87	
03/30/2023	353	22	prAj033023	PRJ	1730	110	2023/06	2023/06	2023/06	14.23	
10001811 612300 GF-STREET -PENSION-											147.27
03/30/2023	353	26	prAj033023	PRJ	1730	111	2023/06	2023/06	2023/06	147.27	
10001811 612600 GF-STREET -WORK COMP											90.95
03/30/2023	353	34	prAj033023	PRJ	1730	112	2023/06	2023/06	2023/06	90.95	
10003202 612200 GF-PARKOPS -SOC SEC-MEDIC											96.25
03/30/2023	353	294	prAj033023	PRJ	1730	237	2023/06	2023/06	2023/06	78.01	
03/30/2023	353	297	prAj033023	PRJ	1730	237	2023/06	2023/06	2023/06	18.24	
10003202 612300 GF-PARKOPS -PENSION-											188.71
03/30/2023	353	298	prAj033023	PRJ	1730	238	2023/06	2023/06	2023/06	188.71	
10003202 612600 GF-PARKOPS -WORK COMP											57.97
03/30/2023	353	300	prAj033023	PRJ	1730	239	2023/06	2023/06	2023/06	57.97	
53006801 601010 REGULAR SALARIES											1,105.16

PROJECT AND GL ACTIVITY REPORT AMTS BY PROJ STRING

POSTED PROJECT ACTIVITY FOR MAR 2023 TO APR 2023

GL ACCOUNT	TITLE											ACTUALS
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Jnl#	GL Seq#	GL Year/Per	Amount	
03/30/2023	353	417	prAj033023	PRJ	1730	590	2023/06				1,105.16	
53006801 612200 AIRPORT-SOC SEC-MEDIC 84.55												
Project Journal Detail:												
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Jnl#	GL Seq#	GL Year/Per	Amount	
03/30/2023	353	418	prAj033023	PRJ	1730	593	2023/06				68.52	
03/30/2023	353	419	prAj033023	PRJ	1730	593	2023/06				16.03	
53006801 612300 AIRPORT-PENSION- 165.76												
Project Journal Detail:												
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Jnl#	GL Seq#	GL Year/Per	Amount	
03/30/2023	353	420	prAj033023	PRJ	1730	594	2023/06				165.76	
53006801 612600 AIRPORT-WORK COMP 61.09												
Project Journal Detail:												
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Jnl#	GL Seq#	GL Year/Per	Amount	
03/30/2023	353	421	prAj033023	PRJ	1730	595	2023/06				54.97	
03/30/2023	353	422	prAj033023	PRJ	1730	595	2023/06				6.12	
10002441 601010 REGULAR SALARIES 577.34												
Project Journal Detail:												
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Jnl#	GL Seq#	GL Year/Per	Amount	
03/30/2023	353	280	prAj033023	PRJ	1730	217	2023/06				577.34	
10002441 612200 GF-TRAFFIC -SOC SEC-MEDIC 44.15												
Project Journal Detail:												
Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	GL Jnl#	GL Seq#	GL Year/Per	Amount	
03/30/2023	353	281	prAj033023	PRJ	1730	219	2023/06				35.78	
03/30/2023	353	282	prAj033023	PRJ	1730	219	2023/06				8.37	
10002441 612300 GF-TRAFFIC -PENSION- 86.60												



PROJECT AND GL ACTIVITY REPORT AMTS BY PROJ STRING

POSTED PROJECT ACTIVITY FOR MAR 2023 TO APR 2023

ACTUALS

GL ACCOUNT TITLE

10002441 612300 GF--TRAFFIC --PENSION-

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	283	prAj033023	PRJ	1730	220	2023/06	86.60

10002441 612600 GF--TRAFFIC --WORK COMP 52.12

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	284	prAj033023	PRJ	1730	221	2023/06	1.75
03/30/2023	353	285	prAj033023	PRJ	1730	221	2023/06	50.37

10003201 601010 REGULAR SALARIES 1,759.07

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	286	prAj033023	PRJ	1730	228	2023/06	1,759.07

10003201 612200 GF--PARKADM --SOC SEC-MEDIC 134.57

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	287	prAj033023	PRJ	1730	230	2023/06	109.07
03/30/2023	353	288	prAj033023	PRJ	1730	230	2023/06	25.50

10003201 612300 GF--PARKADM --PENSION- 263.86

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	289	prAj033023	PRJ	1730	231	2023/06	263.86

10003201 612600 GF--PARKADM --WORK COMP 33.55

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	289	prAj033023	PRJ	1730	231	2023/06	263.86

**PROJECT AND GL ACTIVITY REPORT AMTS BY PROJ STRING**

POSTED PROJECT ACTIVITY FOR MAR 2023 TO APR 2023

GL ACCOUNT	TITLE					ACTUALS
03/30/2023	353 290 prAj033023	PRJ	1730	232	2023/06	2.46

**SPAIR1 SPECIAL EVENT - AIRPORT**

10003201 612600 GF-PARKADM -WORK COMP

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	291	prAj033023	PRJ	1730	232	2023/06	31.09
10003202	601010	REGULAR SALARIES						1,258.05

Project Journal Eff Date	Jnl#	Line#	Short Desc	Source	GL Jnl#	GL Seq#	GL Year/Per	Amount
03/30/2023	353	293	prAj033023	PRJ	1730	233	2023/06	1,258.05

**GRAND TOTALS**

**7,366.83**

\*\* END OF REPORT - Generated by Vicki Halfmann \*\*

PROJECT AND GL ACTIVITY REPORT AMTS BY PROJ STRING

REPORT OPTIONS

Define Options

Totalled by: P  
Start month: MAR  
Start year: 2023  
End month: APR  
End year: 2023

Project Totals N Total Break  
Sort Seq 1: 1 N N N  
Sort Seq 2: N N N N  
Sort Seq 3: N N N N  
Sort Seq 4: N N N N

Show actuals: Y  
Show Encumb: N  
Show Budget: N  
Print Long Acct: N  
Show PL Detail: Y  
Journal Source:

\*\* END OF REPORT - Generated by Vicki Halfmann \*\*