



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 14, 2019

Department Public Works/Airport

Director Approval *Mike Passauer*

AGENDA ITEM Approve Shift Sector event at the airport.

SUMMARY RECOMMENDATION Staff recommends the City Commission allow Shift Sector to hold their event at the airport May 25th and May 26th 2019.

BACKGROUND Airport Supervisor Cody Shamblin was contacted by Ryan Fisher of Shift Sector inquiring about holding a drag race event at the airport. The proposed event at the airport is a motorsport competition that brings substantial exposure, marketing and revenue to the airport and City, while supporting the aviation community, and local businesses and enterprises.

The airstrip exhibition is a half-mile, racing competition featuring exotic cars and some of the fastest, most powerful cars in the world. This world-class competition and spectator event places Independence Municipal Airport (KIDP) in an international spotlight, thus bringing substantial awareness to the airport and General Aviation community.

City staff has discussed this event with Textron Aviation leadership as the event requires the main airstrip to close for certain periods each day. Textron supports the event as it will not interrupt their operations since the event is on a weekend. For further information on airport operations during this period, please see attached "KIDP FAA Ground Operations Plan, Section F. Airport Operations" (attached).

BUDGET IMPACT Overtime will be required on Sunday May 26th of both employees at the airport.

SUGGESTED MOTION I move to allow Shift Sector to hold their racing event on May 25th and May 26th.

SUPPORTING DOCUMENTS

1. Agreement
2. FAA Ground Operations Plan – Independence Municipal Airport (KIDP)
3. Insurance Certificate

AIRPORT USE AGREEMENT [DRAFT]

THIS AGREEMENT made and entered into as of February 14th, 2019, by and between the City of Independence, Kansas (“City”) and Revvolution Shift-S3ctor, LLC, a Colorado limited liability company (“Revvolution”). In consideration of the promises, mutual covenants, undertakings, fees to be paid as herein expressed and the mutual benefits to be realized by the parties pursuant hereto. City and Revvolution agree as follows:

1. LICENSED FACILITY:

City hereby licenses to Revvolution on the terms and conditions set forth herein, the non-exclusive use of portions of the Independence Municipal Airport as determined between the parties, subject to all restrictions, covenants and conditions set forth in this Agreement.

2. AIRPORT MODIFICATIONS:

Revvolution accepts the Facility in its present condition and all modifications shall be made by Revvolution at its expense. Revvolution has inspected the Facility and finds it suitable for its purposes. City makes no representation or warranty whatsoever, except as expressly set forth in this Agreement. Revvolution shall make no modifications to the Facility without prior written approval of City.

3. REQUIREMENTS OF UNITED STATES OF AMERICA:

A. It is expressly understood and agreed that this License is subject to and subordinate to and controlled by all provisions, stipulations, covenants and agreements contained in those certain in contracts, agreements, resolutions and actions of City constituting agreements between City and the United States of America and its agents including but not limited to, the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City. The City shall not be liable to Revvolution on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws and regulations are incorporated herein by reference. If for any reason the FAA does not allow this event to occur then the City will not be liable for any damages to Revvolution or any other party.

B. Revvolution further agrees that it is knowledgeable and cognizant of the rules and regulations of the FAA. All flight activities will be conducted under the supervision of the FAA and City.

4. OCCUPANCY OF FACILITY:

Revvolution may conduct an automotive exhibition and racing event (collectively the “Race”) for public display on May 25th and 26th, 2019 (the “Term”) at the Facility.

5. USE OF FACILITY:

A. Except as otherwise provided herein, Revvolution may use the Facility for the purpose of conducting the Race and uses incidental thereto including display and sale of souvenirs and beverages and confections.

B. During the periods when the Race is being conducted and for such periods before and after such activity as may be authorized by City, Revvolution shall have the use of additional areas of the Facility as determined between the parties.

C. Not less than 60 days prior to occupancy of the Facility, Revvolution shall submit to Cody Shamblin, Airport Manager (“Manager”) a complete plan showing the proposed location of all activities, equipment and facilities during all stages of preparation for or conduct of actual Race displays and an outline of its plans for the control of vehicular and pedestrian traffic, the sale and collection of admissions and the placement and nature of any concession stands. These plans shall be subject to the Manager’s approval and no installations or physical preparations shall be made on the Facility without first obtaining proper authorization from the Manager.

D. Revvolution will coordinate with the City and the Manager for entry/exit of the airport days prior to and after the event for potential set-up and tear down, as well as any promotional pictures, videos, or other media that may need to be taken on the premises. Bleachers, portable restrooms and any other equipment related to the event may not be set up or staged more than 7 days prior to the event and shall be removed within 7 days of the end of the event, unless prior approval is given by the City. Revvolution will minimize impacts to airport operations during these activities.

E. Revvolution is hereby granted the right to charge admission to all persons entering the Facility throughout the entire period of occupancy, including, without limitation, persons entering designated areas to witness the Race, provided however, nothing in this paragraph shall authorize Revvolution to charge admission fees to anyone who is legitimately entitled to entry for other purposes, including but not limited to, aircraft owners, hanger tenants, any person who is an employee of Facility or any FAA employee on official business.

F. No other person may conduct any concessions, sales, promotions, ticket sales or other activities interfering or competing with the Race during the period Revvolution has occupancy of the Facility.

G. Revvolution shall have the exclusive right to conduct the Race during the time it is occupying the Facility.

H. Revvolution will secure a fully executed Waiver of Liability from each racing participant before allowing such participant to race. Upon request, Revvolution will furnish City a copy of all signed Waiver of Liability forms.

I. Revvolution shall also coordinate with the City of Independence, Kansas Fire Department and City of Independence, Kansas Police Department for any necessary or required services and Revvolution shall be responsible for the cost or such services directly related to the Race. All payment arrangements between Revvolution and the City of Independence, Kansas Police and Fire Departments shall be satisfied upon terms agreed between the parties.

J. Revvolution acknowledges that, although unlikely, damage may be caused to the runway and the taxiways at the Airport. Revvolution agrees to repair any damage to the Airport premises caused by the Race within a reasonable time. If repairs are necessary, the Airport will be returned to a condition as good as or better than the condition the premises were in immediately before the Race. Any needed repairs will be made at the sole cost and expense of Revvolution.

6. AIRPORT ACTIVITIES:

A. Revvolution, its members, employees, patrons, guests and invitees shall be allowed access to the Facility only over routes to be designated by the City.

B. Revvolution is authorized, and encouraged to construct necessary temporary fences, barricades, building and signs for crowd handling purposes and provide, office, reception and concession facilities in an area designated by the City. Immediately after completion of activities each day Revvolution shall move to locations acceptable to City all items which may interfere with normal operations at the Airport, shall clean up all trash, debris and operations at the Airport and shall leave the premises in a clean and neat condition acceptable to City Prior to termination of occupancy of the Facility, Revvolution will remove all temporary fences, barricades, buildings, and signs and all trash and debris from the Airport and restore the Facility to a condition acceptable to the City.

C. Revvolution further agrees to provide adequate, separate portable restroom facilities for men and women during the term of its occupancy of the Facility.

D. During the period of time that the Race is actually being conducted, City may reasonably restrict activities at the Facility as shall be mutually agreed on, to allow the Race to be held in a safe and satisfactory manner while reasonably providing for the needs of the flying public. The Airport will not be closed at any time.

E. Revvolution agrees that it will not do or suffer to be done anything at the Airport during the term hereof in violation of any Federal, State or Local laws, ordinances, rules or regulations, and that if City, calls the attention of Revvolution to any such violation on the part of Revvolution or any person employed by or admitted to the Facility by Revvolution, then Revvolution will immediately desist from and/or correct such violations.

7. LICENSE FEE:

For use of the Facility in accordance with the terms of this Agreement, Revvolution shall pay City the sum of Four Thousand Dollars (\$4,000.00) no later than May 1st, 2019, or any other time as may be agreed between the parties.

8. REVOLUTION OBLIGATIONS:

The obligations of Revvolution to perform Revolution's obligations under this Agreement shall be absolute and unconditional, unless City defaults as provided in Paragraph 10. Revvolution will not terminate this Agreement, except as provided herein.

9. QUIET ENJOYMENT:

City agrees that Revvolution, upon complying with the covenants and conditions hereof, shall and may quietly have, hold and enjoy the Facility pursuant to the terms of this Agreement.

10. DEFAULT AND TERMINATION:

Each of the following events shall be deemed to be an Event of Default under this License:

1. Failure of Revvolution to pay any License Fee or any other sum payable to City hereunder by the date that sum is due to timely satisfy their financial obligation for the Race.
2. Failure of Revvolution or City to comply with a term, condition, or covenant of this Agreement.
3. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Revvolution of Revvolution's obligations.
4. Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States of any State thereof by Revvolution, or adjudication as bankrupt or insolvent in proceedings filed against Revvolution or such guarantor.
5. Appointment of a receiver or trustee for all or substantially all of the assets of Revvolution or any guarantor of Revvolution's obligation.
6. Abandonment by Revvolution of any substantial portion of the Facility or cessation of use of the Facility for the purposes of the License.

11. EXCUSE OF PERFORMANCE BY REASON OR FORCE MAJEURE

Neither City nor Revvolution shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by Force Majeure, which

shall mean acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riots, floods, or any other cause not reasonable within the control of City or Revvolution and which by the exercise of diligence City or Revvolution is unable, wholly or in part, to prevent or overcome.

12. SURRENDER OF FACILITY

Revvolution covenants and agrees to yield and deliver peaceably to City possession of the Facility on the date of cessation of occupancy under this Agreement, whether such be termination, expiration or otherwise, promptly and in as good condition as at the commencement of this Agreement.

13. ASSIGNMENT AND SUBLICENSE:

Revvolution shall have no authority to assign or sublicense any portion of this Agreement or otherwise convey any interest in the Facility to a third party or parties without obtaining prior written consent of City. In the event of any assignment or sublicense, Revvolution shall remain the principal obligor under all covenants of this Agreement. By accepting any assignment or sublicense, assignee or sublicense shall become bound by and shall perform, and shall become entitled to the benefits of all the terms, conditions and covenants of this Agreement.

14. LIABILITY INSURANCE:

Revvolution agrees that it will at all times during the term of this Agreement, at its own expense, carry and maintain comprehensive general liability insurance on the Facility and the Facility in minimum amounts per accident of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, in which City shall be named as an additional insured. Such policies shall provide that same shall not be cancelled without thirty (30) days prior written notice to City. Such proof of insurance shall be delivered to the City no later than May 1, 2019. The certificate must provide that the City, Revvolution shall be financially responsible for all pertinent deductibles.

15. PERMITS, LICENSES AND AUTHORIZATIONS:

Revvolution shall at its own expense, procure any necessary permits, licenses and other authorizations required for the lawful and proper use, occupancy, operations and management of the Facility and pay all lawful taxes on income received. City agrees to cooperate with Revvolution to assist in securing such permits, licenses and authorizations insofar as the same are issued under City's jurisdiction.

16. IDENTIFICATION:

Revvolution may install on the Facility, temporary signs or other identification of the Race. The size, type, design and locations of such signs or other identification will be subject to City's prior written consent.

17. NO WAIVER:

Failure on the part of City or Revvolution to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

18. PARTIAL INVALIDITY:

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. INDEMNIFICATION:

Revvolution agrees to defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Revvolution or its officers, agents, or employees. Revvolution shall not be required to indemnify or defend City for any liability arising out of the intentional acts or negligence of City, its officers, agents, employees or otherwise.

20. CONFIDENTIALITY:

City understands that in performing this Agreement they may have access to private, proprietary and/or confidential information relating to Revvolution. The event, as well as any and all ideas and concepts regarding logistics, equipment, marketing, development, or otherwise represent Confidential Information of Revvolution. With respect to all such information and any other information that the disclosing party may treat as confidential the other party agrees that the information will:

- Remain the exclusive property of the disclosing party
- Not be copied, published or disclosed by the other party to others unless approved in writing.
- Be used solely in each party's performance of this Agreement.
- Be returned to the disclosing party upon termination of this Agreement.

Each party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, inequity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the

threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damage. The parties concur that the City is subject to the Indiana Access to Public Records Act and any record subject to such act is not subject to this Paragraph 20.

21. EXCLUSIVITY:

The parties hereto understand and agree that Revvolution has contributed substantial time into developing these events in partnerships and collaborations with City. In consideration of the time and effort involved and with the intention of creating a long-lasting relationship between the parties, City agrees that Revvolution shall have the exclusive right to host automotive race events at the Independence Municipal Airport. Should City host, or serve as a party to, a similar automotive race event at the Independence Municipal Airport, City shall be liable to Revvolution for any damages, lost profits, or otherwise in connection therewith. This clause shall survive any termination of this Agreement or otherwise for three years following the last event held by Revvolution at the Independence Municipal Airport.

22. INSPECTION BY CITY:

Revvolution shall permit City and City's agents, representatives, and employees to enter into and on the Facility at all reasonable times for the purpose of inspection, maintenance, making repairs or alteration to the Facility or any other purpose necessary to protect City's interest in the Facility.

23. NOTICES:

All notices, consents, waivers or other communications permitted or required hereunder shall be delivered by hand delivery, by United States Certified Mail postage prepaid return receipt request or by telegram, addressed as follows:

For the City:
Cody Shamblin
499 Freedom Dr
Independence, KS 67301

For Revvolution:
Ryan Fisher
1925 Century Park East, Suite 1180
Los Angeles, CA 90067

or to such address as may be designated in writing by either party.

24. ADDITIONAL DOCUMENTS:

Each party hereto agrees to execute and deliver any additional documents, which may be necessary or desirable in carrying out the terms of this Agreement.

25. ENTIRE AGREEMENT

This Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Facility and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the License of the Facility, except that this Agreement may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.

26. HEADINGS AND CAPTIONS

The captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

27. AUTHORITY

The parties to this Agreement hereby acknowledge and agree that they are the principals to this License and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party.

28. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

29. SEVERABILITY

If any section, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement and, to this end, the provisions of this Agreement are declared to be severable.

30. LEGAL FEES AND EXPENSES

In the event of any dispute or legal action relating to this License, the prevailing party shall be entitled to receive from the other party, reimbursement for reasonable attorney's fees, costs and expenses incurred.

31. INTERPRETATION.

The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates specified below.

City of Independence, Kansas:

By: _____

Date: _____

Name: _____

Title: _____

Revvolution Shift-S3ctor, LLC:

By: _____

Date: _____

Ryan Fisher, Partner and Legal Counsel

**FAA Ground Operations Plan
Independence Municipal Airport (KIDP)
Special Event – Airstrip Attack**

- A. **Event Description.** This proposal outlines preliminary information regarding the use of the Independence Municipal Airport (KIDP) for a professional automotive exhibition. The proposed event is a motorsport competition that brings substantial exposure, marketing and revenue to the airport and city, while supporting the aviation community, and local businesses and enterprises.
- B. **Purpose.** The airstrip exhibition is a half-mile, racing competition featuring exotic cars and some of the fastest, most powerful cars in the world. This world-class competition and spectator event places KIDP in an international spotlight, thus bringing substantial awareness to the local airport and General Aviation community.
- C. **Date.** The primary date for the event is May 25th and 26th, 2019.
- D. **Leased Property.** The event will take place on property leased by a third party (the City of Independence) to the event point of contact (“POC”). The third party has consented to the event and is working with the event POC to coordinate markings, setup, and cleanup.
- E. **Event POC.** The event POC is Revvolution Shift-S3ctor LLC (RSS3) located at 4712 S Kipling Way, Colorado Springs, CO 80127. Revvolution Shift-S3ctor is a motorsports organization specializing in automotive events on airport premises since 2012. RSS3 conducts events in several locations across the country, with their largest event taking place at the Colorado Springs Municipal Airport (COS), an active commercial service airport.
- F. **Airport Operations.** KIDP Airport Operations will monitor the event and management staff will be on site at the event. RWY 17/35 will be closed during the event, and RWY 4/22 will remain open to controlled traffic. NOTAMs will be issued for the closure. The closure is anticipated to be ten hours from 0700 to 1700 each day. FAA ATC shall be notified. KIDP anticipates negligible impact to operations.
- G. **Separation of Event and Airport Operations.** During the duration of the event, there will be a clear and consistent delineation between event areas and airport tenant/user areas. This delineation will be upheld by pedestrian barriers, existing airport fence lines, and airport-approved security personnel stationed at the boundaries at all event areas. All aircraft and vehicle access to the Airport Controlled Area will be under direct airport control at all times throughout the closure. Any time aircraft is approaching or taking off, the entire Airport Controlled Area will be completely clear of all event vehicles and airport will verify

safe conditions for runway use. There will be no commingling of aircraft or operations in the event area. The event area will respect the OFZ setback as defined by the airport ALP.

- H. **Fire and Emergency Services.** The event POC shall coordinate to have city fire and ambulance on site to support the event.
- I. **Law Enforcement/Security Plan.** The event POC shall coordinate to have airport-approved security and/or law enforcement on site to support the event.
- J. **Parking Plan.** Parking will be in a specified lot and spectators shall be escorted or shuttled to the gated entrance of the airport.
- K. **Restrooms and Waste Disposal.** Portable restrooms and trash receptacles shall be brought in for event use. A trash cleanup will be conducted throughout each day and at the close of the event.
- L. **Tickets.** The event shall be limited to 4,000 spectator tickets per day. In addition to the number of tickets sold to the public, Airport employees and badged tenants shall receive complimentary tickets.
- M. **Waivers.** Event POC will ensure that all persons entering the premises and participating in the event shall execute a waiver upon entry.
- N. **Insurance.** Event POC will maintain an insurance policy sufficient to the airport with a minimum of \$1 million general liability coverage.
- O. **Clean-up.** Event POC are responsible for removing all personal property, trash and debris from all affected areas. Event Operators are responsible for maintaining the properties in a clean and orderly condition for the entire duration of the event.
- P. **Condition of the Premises.** Event POC will return the premises in the exact condition in which they were found. This includes the airport runways, ramps, equipment, markings and any other improved or unimproved areas as designated by the ALP. The cost for any necessary remedial work will be the sole responsibility of the Event Operators.
- Q. **Community Impact.**
 - 1. **City Support.** Event brings in thousands of spectators, participants, media and businesses to participate and engage with the event, the airport, the community and city. A substantial portion of all sponsors, participants and spectators are from out of state, driving considerable traffic and revenue to the airport, general vicinity, and local businesses. The event engages local businesses and enterprises directly with their involvement in the event. The event creates a positive impact in the community by increasing awareness and exposure for city and airport facilities and operations.

2. **Revenue.** Airport receives direct revenue from land lease, airport staffing and equipment fees associated with the event. The event generates revenue in excess of \$125,000 directly related to participant and spectator lodging, food, gas and services for local business. The event generates revenue for city services including Fire, Police and Rescue departments with their direct involvement with the event.
3. **Community Outreach.** POC shall partner directly with the airport's general aviation tenants to build community engagement, participation and GA tenant exposure. The goal is to build a sense of community and rapport with residents, employees and patrons as well as ties in with the aviation community by potentially adding supplementary aviation static displays, regional fly-ins, etc. There will also be opportunities available for community service and involvement.
4. **Marketing.** Dozens of national and international media outlets covering the event with major focus on the host city creates quantifiable marketing and exposure directly for the airport and city. This exposure shall be established across both traditional and digital marketing channels via television, radio, print and digital media outlets.

Please direct inquiries to the following parties:

Airport Point of Contact:

Cody Shamblin, Airport Manager

Independence Municipal Airport

499 Freedom Dr, Independence, KS 67301

(620) 332-2531

airport@independencesks.gov

Event Point of Contact:

Ryan Fisher, Partner and Legal Counsel, Revvolution Shift-S3ctor LLC

1925 Century Park East, Suite 1180

Los Angeles, CA 90067

(949) 606-4910

Ryan@shift-s3ctor.com

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

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

PRODUCER Naughton Insurance, Inc. P.O. Box 6192 Providence, RI 02940	CONTACT NAME:	
	PHONE (A/C, No, Ext): 401 433-4000	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Revolution Shift-S3ctor, LLC 24 Hammond; Suite F Irving, CA 82618	INSURER A:	Endurance American Specialty
	INSURER B:	General Star Indemnity Company
	INSURER C:	Market Insurance Company
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	MSC10010407401	08/18/2018	08/20/2018	EACH OCCURRENCE	\$1,000,000
			General Aggregate Applies Per Motorsports Activity			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	IXG410711H	08/18/2018	08/20/2018	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C	Participant Accident		4102NM0001893	02/25/2018	02/25/2019	\$5,000 Excess Medical	\$5,000 Accidental Death and Dismemberment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for Insured's Airstrip Attack event being held August 18-19, 2018 at the Marion Municipal Airport. The following are included as Additional Insureds: Revolution, LLC; Shift-S3ctor, LLC; Randels Media Group, LLC; The Marion Board of Aviation Commissioners, the City of Marion, Indiana and the Marion Municipal Airport but only as respects the operations of the Named Insured.

CERTIFICATE HOLDER Marion Municipal Airport 5904 S Western Ave Marion, IN 46953	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ken J. Taggart</i>
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