

## GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and **LINCOLN SPORTS FOUNDATION**, a nonprofit corporation, hereinafter referred to as "**Grantee**". Individually, the Sponsor and the Grantee may be referred to as a "Party," and collectively they may be referred to as "Parties."

### WITNESSETH:

**WHEREAS**, the Grantee is a nonprofit corporation which owns and operates a visitor attraction located in Lancaster County; and

**WHEREAS**, the Grantee has established a project for: expanding and improving an existing visitor attraction; planning or developing such expansion, improvements, exhibits or additions; acquiring or expanding exhibits for existing visitor attractions; or promotion and advertising costs associated with such exhibits; and

**WHEREAS**, the Sponsor desires to expend County Visitor Improvement Grant funds to support the Grantee's project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

**1. Purpose:** The purpose of this Grant Contract is to provide funding for the Grantee's Project, as described in Attachment "A", attached hereto and hereby incorporated by this reference. Specifically, Sponsor will provide funding for restoration of outdoor field-sports playing areas as described in Attachment "A" under Phase 1.

**2. Scope of Services:** The Grantee agrees to complete the Project. Grantee agrees that it shall expend the funds granted hereunder only for the Project.

**4. Grant:** In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in the amount of \$87,240.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds").

**5. Term:** The term of this Grant Contract shall be from September 1, 2019 through June 30, 2020.

The Sponsor may extend the term of the Grant upon good cause shown by the Grantee. Any extension of the Grant term must be in writing and signed by both Parties. Any Grant amount that remains unencumbered by the end of the Grant term,

or any reasonable extension thereof, shall be retained by Sponsor and placed in the Lancaster County Visitor Improvement Fund.

**6. Project Budget:** A Project Budget shall be prepared and maintained by Grantee. Grantee shall carry out the Project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The Project Budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved in writing by the Sponsor.

**7. Payment of Grant:** Payment of \$87,240.00 will only be made to the Grantee upon completion of the project and only after the Grantee assures the Sponsor in writing that the project has been completed in accordance with the Grant Contract; and completed in a timely manner. Grantee shall submit a claim for Grant Funds to the Sponsor and (a) a detailed listing of all expenditures and a professional external audit of Grantee that covers the period of the expenditures; or (b) a detailed listing of all expenditures and copies of all receipts, cancelled checks, contracts and/or other documents that substantiate those expenditures.

**PROVIDED:** The Grantee understands and agrees that the Lancaster County Visitors Improvement Fund ("Improvement Fund") is the sole source of payment of Grantee's claim(s) for Grant Funds pursuant to this Grant Contract. Grantee's claim(s) shall not be paid from the Lancaster County General Fund, or from any other Lancaster County Fund. If for any reason the amount of funds in the Improvement Fund shall be insufficient to meet all obligations of the Improvement Fund, then the Sponsor, in its sole and absolute discretion, will determine the amount of Grant Funds, if any, that can be paid to the Grantee based on the amount of the funds available in the Improvement Fund, until sufficient funds in the Improvement Fund become available to pay Grantee's claim(s) for Grant Funds in full, and the Parties agree that no interest on the amount of such claim(s) shall be due or owing from Sponsor to Grantee as a result of any such delay in Sponsor's payment of Grantee's claim(s), whether such claim(s) be considered liquidated or unliquidated. Grantee agrees that Grantee has no reasonable expectation of payment of any kind from any other source except the Improvement Fund.

**8. Audit and Inspection:** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect and audit all the books, records, accounts, work product, materials, payroll, records of personnel, invoices of materials, and other relevant data of the Grantee pertaining to the Grant Contract and the Project.

**9. Not Discriminate:** In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

**10. Sponsor Not Obligated to Third Parties:** This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

**11. Prohibited Interests:** Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

**12. Nonperformance:** In the event the Grantee fails to complete the Project or fails to meet any of the requirements outlined in this Grant Contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to complete, and Grantee shall not receive payment of Grant Funds.

**13. Severability:** If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

**14. Independent Contractor:** It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

**15. Hold Harmless:** The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Grant Contract that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives,

either directly or indirectly employed by them. This Section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

**16. Insurance Requirements:** The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Grant Contract. No work on the Project or pursuant to this Grant Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Grant Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the Sponsor being secondary or excess.**

a) **Workers' Compensation.** The Grantee shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Grantee shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Grant Contract.

b) **Commercial General Liability.** The Grantee shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. The Grantee shall provide an additional insured endorsement acceptable to the Sponsor, which approval shall not be unreasonably withheld.

c) **Additional Insured** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

d) **Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee's insurance shall include an endorsement to provide for at least thirty (30) days'

firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Grant Contract and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Grant Contract shall be construed to waive the Sovereign Immunity of the Sponsor.

**17. Employee Verification:** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Section.

**18. Forbearance Not Waiver:** Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

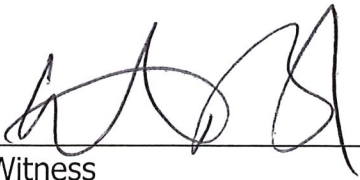
**19. Venue:** If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

**20. Integration:** The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements

and negotiations between the Parties regarding the subject matter of this Grant Contract, whether verbal or written.

EXECUTED by Grantee this 18<sup>th</sup> day of September, 2019.

LINCOLN SPORTS FOUNDATION, a  
Nonprofit Corporation, Grantee.

  
\_\_\_\_\_  
Witness

BY: Dan Lesoing, President  
Dan Lesoing, President

EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM THIS  
\_\_\_\_ day of \_\_\_\_\_, 2019.

LANCASTER COUNTY, NEBRASKA  
a Political Subdivision, Sponsor

BY: \_\_\_\_\_  
for Patrick Condon  
Lancaster County Attorney

BY: \_\_\_\_\_  
Roma Amundson, Chair  
Lancaster County Board of Commissioners

# ATTACHMENT A

## LANCASTER COUNTY VISITORS IMPROVEMENT FUND GRANT REQUEST

**Name of Organization:** Lincoln Sports Foundation

**Contact Person:** Dan Lesoing

**Address/City/State/Zip:** Physical:  
7600 N. 70<sup>th</sup>  
Lincoln, NE 68517

Mailing:  
PO Box 22608  
Lincoln, NE 68542

**Telephone:** 402-429-0920

**Fax:** n/a

**Email:** dlesoing@gmail.com

**Organization Status:** Non-Profit  
**Applicant Government/Organization Federal ID #:** 45-0533389  
**If tax exempt organization, designate IRS classification:** 501(c)3

**Provide a detailed description of your exhibit/attraction:**

The Lincoln Sports Foundation (LSF) is the legal owner and operator of the LSF Sports Complex located at 7600 N 70<sup>th</sup> Street in Lincoln, Nebraska. The property was formerly known as the Abbott Sports Complex.

The Lincoln Sports Foundation requests funding to assist in restoring several of the outdoor playing fields to competition level. This will immediately bring new users to the facility and enhance the economic impact of the complex to the city of Lincoln and Lancaster County. Please see the supporting letters in the Appendix from Capital Soccer Association and FC Lincoln regarding their intended usage of the complex to expand CSA's existing spring tournament, with both organizations adding new summer/fall tournaments. Lincoln Rampage Lacrosse has also expressed an interest in making the LSF Sports Complex the home for Lacrosse in the region after utilizing the facility for training and league games during 2019.

With the legal settlement in place, LSF is now in a place to do initiate long-overdue upgrades, repairs and renovations to increase regular complex usage and enhance our ability to host sporting events that will bring new visitors to Lincoln and Lancaster County. The location of the sports complex is ideal for attracting out of town visitors and guests for athletic events due to its proximity to I-80 and Highway 77. In addition, the complex has a long history of providing affordable space for sports clubs and groups of all demographics and economic means. We look forward to the opportunity to upgrade the facility and increase the usage to meet the needs of the community.

The complex is comprised of an Indoor Facility, the Championship Field and stadium, the former Nebraska Tennis Center, and 15 outdoor grass playing surfaces.

The Indoor Facility contains 4 multi-functional areas that can accommodate a number of indoor athletic activities, including:

- volleyball (10 courts: 2 wood courts, 4 sport courts, 4 sport courts with neoshock underlayment)
- basketball (6 courts: 2 wood courts, 4 sport courts)
- futsal (3 fields on sport court surface)
- indoor soccer, rugby, lacrosse, and football (one 85ft x 175ft artificial turf field)
- roller derby (1 full size and 1 youth track on sport court surface)

The Championship Field and stadium is the former home of the UNL soccer program with a full-size playing surface (120 yd x 80 yd), restrooms, concessions, press box, score board, locker rooms, and administration space.

The Nebraska Tennis Center is the former home of the UNL tennis program with 12 outdoor tennis courts, a weight room/fitness center, and space currently used for youth gymnastics. The Nebraska Tennis Center formerly also supported 3 indoor tennis courts, indoor baseball, and indoor soccer under the tennis bubble. However, the bubble was destroyed in July 2018 and has not been replaced (see Phase 3 in our future plans regarding replacement of the bubble).

The outdoor facility is comprised of 15 natural grass playing surfaces with team benches and bleachers on most fields. This includes 11 full-size 120yd x 80yd 11v11 soccer fields, and 4 75yd x 50yd 9v9 fields. Many of the fields can be dual-purposed to permit multiple sport usage including soccer, lacrosse, field hockey, and football.

**Number of attendees estimated:**

Out of town:	7,500
Local:	15,000

**Check all that apply:**

- Expanding and improving any existing visitor attraction.
- Planning or developing such expansion improvements, exhibits or additions.
- Acquiring or expanding exhibits for existing visitor attractions.
- Promotion and advertising costs associated with such exhibits.
- New Construction

**Please describe project as indicated above.**

We request funds to begin restoring eleven (11) full-size fields located to the east of the water retention pond (fields 5-15) and the Championship Field. These playing surfaces will be restored to competition-ready conditions for use by soccer, lacrosse, field hockey, and football organizations for training, league competition, and hosted tournament play. This work will





Both the indoor and outdoor projects will include necessary improvements to the parking lot and parking lot lighting shared by the facilities, necessary improvements to the roadways and the removal/replacement of all previous signage from the Abbott Sports Complex to reflect the new branding of the facility as the *LSF Sports Complex*. Signage was removed and replaced in summer 2019, thanks in part to a previous grant from the Lincoln Convention and Visitors Bureau.

Eleven full-size fields located to the east of the retention pond (currently numbered 5-15), and the Championship Field, will be restored to competition-ready playing conditions for use by soccer, lacrosse, field hockey, and football organizations and leagues. This work will include repairing underlying surfaces as needed; re-sodding goal, end zone, and/or center areas as needed; overseeding, fertilizing, and applying weed control to all areas; and purchasing new goal equipment or repairing existing damaged/deteriorated equipment. The field area improvement process will also include peripheral irrigation system repair (sprinkler heads, valves, command boxes, etc.), brush removal from surrounding areas, repair of existing fencing and gating, and sidewalk repair/replacement as necessary.

With these improvements, LSF can attract local, state and regional teams for tournaments. See letters of support included in the Appendix. Restoration of the outdoor fields will immediately provide the region with the largest outdoor field space available, including 3 full-size lighted fields for extended usage. No other non-LPS facility in Lincoln has lighted fields available for field sports.

#### Phase 2: 2020-2021

Phase 2 consists of plans to completely renovate the Indoor Facility of the sports complex. This project will include new lighting (both inside and outside), a new HVAC system, additional remodeling of the lobby area, expansion of restrooms, the addition of a mezzanine where concessions will be located, and the addition of spectator seating in the court areas. The project will also include the remodel of indoor playing surfaces to allow space for 12 basketball or volleyball courts for practice and tournaments. When completed this facility will be one of the largest in the region, and among the best athletic facilities in the Midwest.

LSF also intends to collaborate with community partners to completely overhaul the Championship Stadium and Field. We will be remodeling the grandstands, restrooms, concessions, ticket booth and press box. This would include repair/improvements to the outdoor lights for the Stadium, installation of field turf, relocation of the press box to the east side above the concession stands and restroom areas, and installation of a new scoreboard.

#### Phase 3: 2021-2022

Phase 3 would consist of continued improvements and necessary maintenance to the existing outdoor fields/playing surfaces including, but not limited to, playing fields and tennis courts. We will convert existing grass fields 9-12 (known as the "quad") to field turf as well as adding lights on fields 11-12 (9 & 10 are already lighted). This phase would entail installation of additional fencing around the playing field areas for crowd and motor vehicle enforcement and along the

north edge of the property. A central shelter, concessions, and restroom building will be built to service the outdoor field areas; and necessary maintenance, repair, or upgrading of the central irrigation system and pumps will be completed.

This phase would include a plan to address the tennis bubble that, prior to storm damage, was being utilized by indoor baseball, soccer and tennis. Our intention is to construct a new permanent structure to replace the bubble, ensuring the continued opportunities for activities previously held in the facility.

During this phase of the project, we will resurface the entire drive around the complex, add additional parking lot and street lights around the complex, perform necessary maintenance and repair of irrigation systems, and complete installation of the new water line from 70<sup>th</sup> Street to the motocross track.

Phase 4: 2022-2023

Phase 4 would consist of adding baseball/softball complex to the facility. This new facility would be located either at the east edge of the complex between the soccer fields and the motocross track or along the 70<sup>th</sup> Street corridor in the northwest corner of the complex.

**As it pertains to the grant related project, provide breakdowns of radio and television advertising, showing individual costs, call letters and cities of origin. Also give breakdowns of magazine advertising by individual publications and costs. Similarly, separate the costs for brochures, travel shows by location, billboard advertising, etc. Include target market demographics**

This information is not available at this time. The legal settlement agreement was reached on January 4, 2019. Final settlement occurred in April 2019. We are in the process of pursuing a strategic marketing and advertising campaign. In order to capitalize on the positive press generated as the settlement was announced in the media, we are hoping to secure funding to make an immediate impact on the state of the complex to generate enthusiasm for future usage, fundraising, and advertising.

**Do you anticipate submitting future applications for projects relating to this project?**

Yes, we intend to submit future proposals as we move forward into Phases 2-4.

**Total projected budget (attach detailed budget):**

<u>Total Revenue:</u>	\$87,240.00
<u>Total Expense:</u>	\$87,240.00

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OUTDOOR FIELD RESTORATION

Creative Landscapes Estimate                      \$7,270/field x 12 fields      

\$ 87,240
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**How will your project impact new visitor recruitment and lodging tax revenues?**

Restoration and enhancements to the outdoor field sports playing surfaces would bring this facility back in line with facilities in other communities which regularly attract sports tournaments, sports club rental of facilities, community and regional events, collaboration with other sports and recreation related activities (*such as Cornhusker State Games, Special Olympics, YMCA youth sports, and multiple school associated sporting events*). The multi-use capabilities of this facility would allow for year round usage by a number of activities and bring diverse groups to Lincoln who would positively impact the local economy through hotel stays, restaurants, shopping and other local businesses.

**Estimated annual visitors:**

Local:	15,000
Outside of Lincoln	7,500

**Estimated Annual economic impact of your facility and/or project based on lodging tax use**  
(Use multipliers listed below)

**Is this based on annual use of the facility or for a specific event/exhibition?**

Both. It is based on total usage estimates from current tenants and includes both regular club/program membership AND tournament (or other special event) usage

**# of hotel overnights utilized:**

Outside of Lincoln: 2,500 x \$375 = \$ 937,500

Assuming 3 person per room, 7,500 out of town visitors = 2,500 rooms.

- \* National/Regional event Multiplier - \$375 per night
- \* State event - \$350 per night
- \* Local event (no overnight stays expected) - \$245 per night

**TOTAL ECONOMIC IMPACT BASED ON FORMULA:**                      \$937,500

**Is this grant request in addition to other project related grant requests?**

Yes, in May 2019, Lincoln Sports Foundation received a \$10,000 grant from the Lincoln Convention and Visitors Bureau to renovate and enhance the LSF Motocross Track and install signage for the complex.

In 2019, LSF also received a \$50,000 matching grant and a \$250,000 contribution from an anonymous donor. Consistent with the overall Phase I (described above), these funds are being used to plan and begin renovations and improvements to the Indoor Facility lobby, Indoor Facility bathrooms, and main parking lot lights.

**Grant amount requested from Visitors Promotion Committee: \$87,240**

The requested \$87,240 will be used to begin restoring eleven (11) full-size fields located to the east of the water retention pond (numbered 5-15) and the Championship Field. These playing surfaces will be restored to competition-ready conditions for use by soccer, lacrosse, field hockey, and football organizations and leagues. This work will include repairing underlying surfaces as needed; re-sodding goal, end zone, and/or center areas as needed; and overseeding, fertilizing, and applying weed control to all areas.

**Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Return your completed Application to:**

Lincoln Convention and Visitors Bureau  
Attn: Jeff Maul, Executive Director  
1128 Lincoln Mall, Suite 100  
Lincoln, NE 68508

For more information:  
(402) 434-5343  
[jmaul@lincoln.org](mailto:jmaul@lincoln.org)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2019

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> American Specialty Insurance & Risk Services, Inc.  7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
<b>INSURED</b> Lincoln Sports Foundation Inc 7600 N 70th Street  Lincoln NE 68517		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Arch Insurance Company	11150	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 1001655492      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	Y		SBCGL0988900	03/05/2019	03/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, but only with respect to IMPROVEMENT FUND GRANT.
- The General Liability policy includes Form CG 2153 Exclusion - Designated Ongoing Operations with the following operations excluded from coverage: Crossfit operations performed by Crossfit Auxano or any other entity; Motocross operations performed by AbbotMX or any other entity
- The General Liability policy is primary as per Form CG 0001.
- 30 Days Notice of Cancellation will be given to the Certificate Holder.

<b>CERTIFICATE HOLDER</b> County of Lancaster, Nebraska  555 S 10th Street, Ste 110  Lincoln NE 68508	<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  
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED Lincoln Sports Foundation Inc 7600 N 70th Street	
POLICY NUMBER SBCGL0988900		Lincoln, NE 68517	
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 03/05/2019	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001655492

- The General Liability policy includes Form 00 SGL0100 00 Exclusion - Designated Activity, Service or Work, with the following Designated Activity, Service or Work excluded from coverage: Bungee jumping, tackle football, concerts, day care operations (does not apply to child care services that facilities provide while parents remain on-site to participate in activities provided at the facility), swimming pools, water attractions, skate parks, BMX operations
- The General Liability policy includes Form 00 SGL0100 00 Exclusion - Designated Activity, Service or Work, with the following Designated Activity, Service or Work excluded from coverage continued: Ice rink operations, tanning bed operations, amusement devices (does not include inflatable structures), go-karts or other motorized racing, motocross, carnivals/circuses/fairs, laser tag, paint ball, rock climbing walls, traverse walls, zip lines, trapezes
- The General Liability policy includes Form 00 SGL0100 00 Exclusion - Designated Activity, Service or Work, with the following Designated Activity, Service or Work excluded from coverage continued: Overnight camps or competition, martial arts involving weaponry, martial arts involving full contact (including but not limited to kickboxing, mix martial arts, etc.), beauty parlor salon, crossfit operation.
- The General Liability policy includes Form CG 2144 Limitation of Coverage to Designated Premises or Project: Premises - Not Applicable  
Project or Operation - Amateur Sports operations at 7600 North 70th Street, Lincoln, NE 68517

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

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

It is hereby understood and agreed that in the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

**NAME OF PERSON(S) OR ENTITY(IES) & MAILING ADDRESS**

County of Lancaster, Nebraska  
555 S 10th Street, Ste 110  
Lincoln, NE 68508

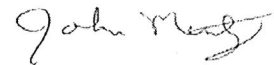
**NUMBER OF DAYS ADVANCED NOTICE OF CANCELLATION:** 30

It is further understood and agreed that the attached Form CG 2026 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION is added to the policy.

No change in premium

All other terms and conditions of this Policy remain unchanged.

Company: Arch Insurance Company  
Endorsement Number:03  
Policy Number: SBCGL0988900  
Named Insured: Lincoln Sports Foundation Inc  
Endorsement Effective Date: 03/05/19



President

Issued by: KS May 31, 2019



## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

County of Lancaser, Nebraska  
555 S 10th Street, Ste 110  
Lincoln, NE 68508  
but only with respect Improvement Fund Grant

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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