

Detailed Proposal Form

Pre-Qualification Application

Name of Applicant Firm: _____

Date Submitted: _____

Preparer's Name: _____

Phase Two of TAMC's Reviewable Unsolicited Proposal process involves submitting this form and providing the information requested in the Request for a Detailed Proposal.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE APPLICATION

READ THE INSTRUCTIONS BEFORE FILLING OUT THE QUESTIONNAIRE

INSTRUCTIONS

1. This application should be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies.
2. All questions must be answered completely, and any "Yes" answers must be fully explained. Please note that a Yes answer to any question does not automatically result in denial of pre-qualification for a procurement.
3. Please be aware that TAMC is subject to the California Public Records Act and that some of the material to be submitted may be subject to public disclosure, pursuant to a Public Records Act Request. You are advised to consult with your own legal counsel as to which materials may be legally exempt from disclosure.

DEFINITIONS

1. **Affiliate** is defined as any one of the following:
 - a. Any Firm other than Applicant Firm which owns 25% or more of Applicant Firm, such as parent companies or holding companies;
 - b. A subsidiary or a Firm in which Applicant Firm owns 25% or more;
 - c. A Firm in which a major stockholder or owner of Applicant Firm owns controlling interest;
 - d. A Firm with which Applicant Firm has or has had an unseverable business or professional identity, and
 - e. Any permanent or temporary common business enterprise relationship in which the parties share operating responsibility and profits such as joint ventures.
2. **Key Person** – For purposes of pre-qualification a key person is
 - a. Any person in Applicant Firm who owns 10% or more of the Firm and/or those who make decisions with respect to its operations, finances, or policies, such as the President, CEO, CFO, COO, and, in the case of partnerships, the General Partner(s);
 - b. Corporate Secretaries and Treasurers, as well as Directors, if they meet criteria #1, above;
 - c. Division or Regional Business Managers who operate away and independently from the Applicant Firm, but only if the division or regional office is negotiating directly with TAMC.

APPLICATION SUBMITTAL

Email this application to:

Executive Director
info@tamcmonterey.org

If you have questions, call the TAMC office at (831) 775-0903.

SECTION I: IDENTIFICATION

1. Applicant Firm

A. _____
Name of Applicant Firm Tax ID No. or Social Security Number

B. _____
Address

C. _____
(Mailing Address, if different from above)

D. _____
If doing business with TAMC under a DBA or other name, include legal name of the company and Tax ID No., if different

E. Primary Company Telephone No. () _____ Fax No. () _____

F. Applicant Firm's Contact Person for Pre-Qualification Office follow-up:

Name	Position	E-Mail	Telephone Number
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G. Has the Applicant Firm changed its address or has the Firm or its owner operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper. No Yes

H. Type of business organization: _____

Year organization established: _____ Number of current employees: _____

Sole Proprietor

Corporation: Date and State of Incorporation: _____

Limited Liability Corporation (LLC): Date and State of Incorporation: _____

Limited Partnership (LP)

Limited Liability Partnership (LLP)

General Partnership (GP): Date and State of Partnership filing: _____

Other (describe): _____

- I. List general type of business in which Applicant Firm is engaged (may include more than one). Attach copies of business licenses, if appropriate:

- J. List type of product or service to be provided to TAMC:

SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES

1. Owners/Key Persons

List Owners and Key Persons of Applicant Firm. For large publicly traded companies, list only Key Persons. (See DEFINITIONS for clarification if necessary.)

Full Legal Name	Title	Social Security No. (last four digits only)	% Of Ownership

[Use additional sheets if necessary]

2. Related Entities (Affiliates/Subsidiaries/Joint Ventures)

A. List affiliates, subsidiaries, holding companies, joint ventures, etc., of Applicant Firm. If no affiliates, state NONE. N/A is not an acceptable answer. Provide organizational, geographical or functional chart, if it would assist in clarifying the line(s) of authority. (See DEFINITIONS for clarification if necessary.)

Affiliate Name & Address	Tel.#	% Owned	Top Executive's Name	*Type of Relation

*Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.

B. At any time during the past five years have any Owners or Key Persons of Applicant Firm (if yes, explain fully):

- a. Served as Key Person, Officer or Director, in any other Firm not affiliated with Applicant Firm? If so, please explain in a separate sheet.
 - No
 - Yes
- b. Had any ownership interest in any other Firm other than shares of publicly owned companies? If so, please explain in a separate sheet.
 - No
 - Yes

SECTION III: CONTRACTING HISTORY

1. Contracting History

A. List the applicant Firm’s three largest government contracts, subcontracts, or sales. If none, list the three largest contracts with non-governmental entities.

	Contract #1	Contract #2	Contract #3
Agency/Owner			
Contract No.			
Name/Location			
Describe Goods or Services Furnished			
Were you a Prime or Subcontractor?			
Start Date/Complete Date			
Contract Amount			
Agency/Owner Contact to Verify (Name/ Tel.)			

NOTE: ANY "YES" ANSWERS BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS APPLICATION.

B. Is the Applicant Firm currently certified by the California Department of Transportation (Caltrans) as a disadvantaged business entity, minority-, or woman-owned business?
 No Yes

C. During the past five years, has Applicant Firm or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged-, minority-, or woman-owned business certifications?
 No Yes

In the past five years has the Applicant Firm or any Affiliate been the subject of any of the following actions?

D. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
 No Yes

E. Failed to complete a contract for a commercial or private owner?
 No Yes

F. Been denied a low-bid contract in spite of being the low bidder?
 No Yes

G. Had a contract terminated for any reason, including default?
 No Yes

H. Had liquidated damages assessed against it during or after completion of a contract?
 No Yes

SECTION IV: CIVIL ACTIONS

If "Yes" to Sections IV, V or VI, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Key Person or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens.

Complete details are required!

1. **Violations of Civil Law**

In the past five years has Applicant Firm, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

No

Yes

2. **Lawsuits with Public Agencies**

At the present time is, or during the past five years has, the Applicant Firm, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to TAMC or to a public agency?

No

Yes

3. **Bankruptcy**

During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?

No

Yes

4. **Judgments, Liens and Claims**

During the past five years, has the Applicant Firm been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

No

Yes

5. **Tax Liens**

During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?

No

Yes

SECTION V: COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal

In the past five years has the Applicant Firm, any of its principals, officers, or Affiliates been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

No Yes

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

No Yes

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

No Yes

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

No Yes

E. Non-compliance with the prevailing wage requirements of California or similar laws of any other state?

No Yes

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

No Yes

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

No Yes

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

No Yes

I. Do any Key Persons in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?

No Yes

2. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Key Persons, or Affiliates:

- A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?
 No Yes
- B. Been cited for an OSHA or Cal/OSHA "serious violation"?
 No Yes
- C. Been cited for a violation of federal, state or local environmental laws or regulations?
 No Yes
- D. Failed to comply with California corporate registration, federal, state or local licensing requirements?
 No Yes
- E. Failed to comply with California corporate registration, federal, state or local licensing requirements?
 No Yes
- F. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three years?
 No Yes
- G. During the past five years, has Applicant Firm or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged-, minority-, or woman-owned business certifications?
 No Yes
- H. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
 No Yes

SECTION VI: ETHICS

1. Conflict of Interest

A. Does the Applicant Firm or any of its Key Persons have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with TAMC?

No Yes

B. Has any Owner, Key Person or Project Team member of Applicant Firm ever (if yes, explain fully):

a. Been an employee of TAMC, or served as a member of TAMC Board of Directors or as an Alternate?

No Yes

b. Been related by blood or marriage to an TAMC employee, TAMC Board member or Alternate?

No Yes

2. Political, Charitable, And Other Contributions

Has the Applicant Firm, any of its Key Persons, or Affiliates ever, regardless of amount:

A. Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current TAMC Board Member or Alternate?

No Yes

B. Given, or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former TAMC employee?

No Yes

C. Been directed by any TAMC employee, Board member or Alternate Board member, or contractor to offer or give money, contributions or other benefits, directly or indirectly, to any current or former TAMC employee, Board member or alternate Board member?

No Yes

D. Directed any person, including employees or subcontractors, to give money, contributions or other benefits, directly or indirectly, to any current or former TAMC employee, Board member, Alternate Board member, or to someone else in order to benefit an TAMC employee, Board member, or Alternate Board member?

No Yes

E. Been solicited by any TAMC employee, Board member, or Alternate Board member to make a contribution to any charitable nonprofit organization?

No Yes

IF YES TO ANY OF THE ABOVE, SUBMIT LIST OF CONTRIBUTIONS AND DETAILS.

SECTION VII: ADDITIONAL DOCUMENTATION REQUIRED

Copies of the following documents are to be submitted with this application:

1. Applicant Firm's Current Local Business Licenses, if required by city, county or state, and
2. Applicant Firm's Financial Statements:
 - A. **PUBLICLY TRADED COMPANIES:** Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the firm.
 - B. **NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS:** Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.
 - C. **NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS:** Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.
 - D. **SOLE PROPRIETORSHIPS:** Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form. Submit one form for each of the most recent three years.

NOTE: TAMC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Applicant Firm will provide to TAMC if awarded a contract.

Explanation for Question 2B.

Todd Clark is the owner and president of Trainorders.com Inc. The business was established in 2002 and operates a railroad hobby web platform that is directed towards railroad enthusiasts. The web site's income is entirely derived from individual small transactions from approximately 5000 subscribers that patronize the web platform.

Financial Statement

This information is provided for pre-qualification purposes only. This document is considered a confidential document not subject to public disclosure under California law.

To be completed by Applicant Firms that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

ASSETS	
Cash on Hand and in Banks	\$
Account and Notes Receivable	\$
Fixed Assets (net of depreciation)	\$
Other Assets	\$
Total Assets	\$
LIABILITIES	
Accounts Payable	\$
Notes Payable to Banks (in next 12 months)	\$
Notes Payable to Others	\$
Taxes Payable	\$
Long Term Liabilities (more than 12 months)	\$
Other Liabilities	\$
Total Liabilities	\$
Net Worth	\$
INCOME FROM OPERATIONS	
Revenue	\$
Interest from Bank Accounts	\$
Cost of Goods Sold (if appropriate)	\$
Gross Profit	\$
General & Administrative Expenses	\$
Depreciation	\$
Interest Paid	\$
Net Gain or Loss	\$

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of pre-qualification, and possible debarment for a period of five years.

 Signature of Owner or Officer
 _____ LLC

 12/7/2020 _____
 Date Signed

 For the Year Ended

 Company Name

 Federal ID #

Museum of Handcar Technology LLC

Balance Sheet

Date: 12/1/19

Assets	2019	2020
Current Assets		
Cash	14,000	
Accounts receivable	10,000	
Inventory	225,000	
Prepaid expenses		
Short-term investments		
<i>Total current assets</i>	249,000	-
Fixed (Long-Term) Assets		
Long-term investments	-	
Property, plant, and equipment	125,000	
Intangible assets		
<i>Total fixed assets</i>	125,000	-
Total Assets	374,000	-
Liabilities and Owner's Equity		
Current Liabilities		
Accounts payable	8,500	
Short-term loans		
Income taxes payable	800	
Accrued salaries and wages		
Unearned revenue	6,000	
Current portion of long-term debt		
<i>Total current liabilities</i>	15,300	-
Long-Term Liabilities		
Long-term debt	145,000	
Deferred income tax		
Other		
<i>Total long-term liabilities</i>	145,000	-
Owner's Equity		
Owner's investment	10,000	
Retained earnings	4,389	
Other		
<i>Total owner's equity</i>	14,389	-
Total Liabilities and Owner's Equity	174,689	-

30 Day Handcar Demonstration Budget

Expenses		
Brush Clearance	\$	12,000
Track repair	\$	1,000
Temporary fence rental	\$	5,000
Container rental, toilet, and trash disposal	\$	2,500
Merchant and administrative expenses	\$	5,000
Signage	\$	500
Agency staff costs	\$	10,000
Insurance (liability, workers compensation)	\$	10,000
Tour labor	\$	10,000
Lodging Expense	\$	10,000
Handcar transport	\$	7,000
TOTAL EXPENSES	\$	73,000
Income		
Per handcar	\$	100
Cars per tour		10
Revenue per tour	\$	1,000
Tour per day		8
Revenue per day	\$	8,000
Revenue per day based on 90% capacity	\$	7,200
Operating days		24
PROJECTED INCOME	\$	172,800
MAXIMUM INCOME	\$	192,000

Summary

Museum of Handcar Technology LLC proposes to host guided tours using human powered rail vehicles across three miles of the Monterey Branch Line. We originally came before the Executive Committee in January 2020 and received approval in February from the full Transportation Commission to provide a 30 day demonstration beginning in July. Shortly after the commission approved our proposal, a statewide stay at home order was enacted that lasted until June. State guidelines that would have allowed our operation to take place were not released until mid September 2020. As a result we were unable to carry out our demonstration. We are proposing to conduct the demonstration event for a 30 day period during the summer or fall of 2021 over much of the same route, but using an alternative site as a terminal location for starting and ending our tours.

Demonstration Dates

During the previous proposal we committed to initiating the tours beginning in mid July 2020. Considering the current health emergency, we are requesting flexibility to allow for a “to be determined” start date. We plan to initiate the demonstration during a 30 day period between July 1 and October 1. This flexibility will allow us to choose the least risky period if public health restrictions create operating restrictions.

Terminal Location Change

We are proposing to relocate the participant loading location to Marina Drive and Palm Avenue within the City of Marina to alleviate three issues that make the previous site difficult to operate from.

1. The former location situated off the former Fort Ord Spur was also not well suited to allow for social distancing. Under our previous plan, participants were to receive a briefing at the checkin station before being led as a group along the pedestrian trail, under Highway 1 to the boarding spur. Herding participants as a group along the trail would be risky, as would directing visitors to walk single file alongside the narrow pathway next to the spur before boarding our handcars. The new proposed location alleviates these hazards by offering more space to allow adequate social distancing.
2. It appeared after we received approval from TAMC that the City of Marina had concerns with processing a local coastal development permit. The handcar storage location may have triggered the need for a Coastal Development Permit directly from the California Coastal Commission requiring costly and significant delays for carrying out the proposal.
3. Last summer we put our handcars through a battery of tests on the Nevada Northern Railway. With COVID19 infections low, we carried paying passengers over a two day period. We discovered the steep grade where we proposed to load passengers at the Fort Ord spur may create difficulty with participants starting the handcars.

Revised Location

We propose to initiate tours outside of the coastal zone, near the intersection of Marina Drive and Palm Avenue in the City of Marina. This portion of the right-of-way has direct road access to Marina Avenue and is currently used by local residents for unauthorized off-street parking.

Operating Route

Handcars will leave the loading location and proceed south 2.5 miles. The handcars will proceed around the one mile balloon loop track and retrace the route to the starting point. Our tours will cover nearly 6 miles of trackage and require about 45 minutes to complete.

Our plan is for the tours to stop short of the crossing. Our tour guides will set orange traffic cones across both sides of the bicycle trail, and then install a 10 foot long section of lightweight aluminum track on top of the branch line. One guide will function as a flag person to ensure bicycle traffic or pedestrians do not attempt to cross as the handcars pass over the crossing. After the handcars have passed, the lightweight aluminum strips will be taken up and the cones removed. We estimate the entire process will require about 3 minutes, about the same amount of time a passing freight train blocks a road crossing.

State Parks is currently processing construction bids to build out Fort Ord Dunes State Park's new campground. As part of the project, the development contractor will be temporarily removing a section of track around the loop to install utility lines. We will coordinate with the contractor and modify our routing if required. We can accommodate the balloon loop being out of service by having our handcars reverse along the route instead of going around the entire loop.

Preparing the Route

Approximately 1.75 miles of track is in need of brush and weed clearance. Most of this distance is inaccessible by rubber tired vehicles. Handcars will be used for accessing these areas and to carry brush cutting equipment to the work site. Debris will be transported using a flange wheeled maintenance flatbed trailer that can be human pushed or towed with a handcar. Vegetation and trash debris will be transported to staging locations to be picked up by a debris removal contractor.

There is a pedestrian/bicycle trail crossing where the tracks pass under Highway 1 that have been paved over. While we would prefer to obtain the services of a contractor to uncover the crossing at our expense, we understand this improvement may be controversial in that it may be considered a permanent improvement. We will instead create a temporary lightweight aluminum track crossing that will be dropped in place by the tour guide only while the handcars are crossing the pathway.

There are seven mechanical railroad track switches that have not operated in twenty years. Our enterprise will require two of the switches to be in operating condition. A cursory inspection reveals the switches require maintenance and possibly repair as corrosive sea air may have damaged parts. We will repair the switches at our expense and any replacement parts will remain in place after we depart.

We intend to place a temporary chain link security fence around the activity area. Being situated within an urbanized area creates overnight security risks for our handcars. We plan to mitigate this risk by placing a 45 foot long cargo container within the fence off area for overnight handcar storage. We also intend to place a rented 20 foot long "POD" container for support item storage. The smaller container will be used for storing an easy up tent, tables, chairs, tools, and spare parts for supporting the enterprise. We will also place temporary portable toilets within the fenced area.

At the previously approved location we proposed to install a temporary wooden platform to aid in boarding. The tracks at the new proposed location have nearly been completely covered in soil, providing a high level surface for boarding. Therefore, a platform will not be required.

Experience Description

Each touring group consists of 11 handcars that move over the branch line as one unit. Nine handcars are designated for participants and two for tour guides. Each handcar carries up to four people, and each require at least two participants to operate. The lead and rear handcars

are each staffed with at least one trained guide. Tours carry up to 44 participants and will be sold in advanced using our online booking platform.

Arriving participants will be directed to check-in and sign a liability waiver that was written by our attorney before they will be permitted to participate in the activity. Participants will receive a safety briefing explaining how the vehicle functions. We have in place a public health emergency operating plan that provides safeguards if COVID19 restrictions are still in place.

The handcars will depart from the temporary terminal and proceed south. The tour will pause before the paved over section under Highway 1, while our tour guides install a removable lightweight aluminum track segment over the path. After passing, the rails will be removed and the tour will proceed up the grade and around the balloon loop, then back down the line. The tour will once again pause at the bicycle path to allow the rails to be installed and taken down. The tour ends at the terminal where it began.

Excursion Frequency

We initially plan to offer tours Thursday through Monday, with four tours scheduled each day. As tours fill up we will increase capacity by adding additional daily tours, up to a maximum of eight tours each day. Tours may be added on Tuesday and Wednesday as staffing resources permit.

Marketing

We plan to use a combination of local news publication and targeted Facebook advertising. During the summer targeted Facebook advertising was used exclusively to sell out two days worth demonstration trips in remote Northern Nevada with less than \$100 in advertising costs. We also expect that local news media will follow our progress as we clear the lie of brush and trash will drive customers to our enterprise.

Tour Guides

Each tour will be led by at least two guides, each riding a handcar to the front and rear of the group. As required by our insurance terms, each tour will depart with at least one American Red Cross certified CPR and First Aid trained person. Our guides will consist of four members of our immediate family that have handcar operating experience, supplemented with local labor. Athletic trainers and public pool lifeguards are especially well suited as these individuals are generally in top physical condition, are certified in first aid and CPR, and are experienced in working with the public during physical fitness endeavors.

Emergency Response Plan

We have a written plan for responding to emergencies that may arise. Tour guides will be equipped with cell phones and FCC licensed two-way radios to communicate with each other. This will enable efficient coordination in the event of an emergency.

COVID19 Operating Plan

While there is a high probability that COVID19 public health restrictions will be lifted by the time we operate our 30 day demonstration, we feel it is prudent to assume that restrictions will still be in place. We modified our proposal from one year ago to remove instances that may violate social distancing protocols. We have a separate COVID19 response plan that outlines how we plan to operate during a restrictive public health environment.

Insurance

We will obtain a \$1,000,000 per occurrence, \$2,000,000 aggregate insurance policy by Veracity Insurance Solutions. The covered limits are the industry standard for recreational activities. Rail bicycle enterprises operating in Oregon and Washington carry the same coverage limits and

are accepted by the Port of Tillamook Bay and Willowa Union Railroad Authority, both public agencies.

For medical coverage we intend to carry a medical rider policy that covers \$25,000 for medical expenses, with a \$250,000 aggregate limit. This is the maximum coverage our carrier offers and is in addition to the main \$1,000,000 liability insurance that also extends medical benefits.

Other Land Use Entitlements

Our enterprise will be conducting business within the Marina City Limits. Although we were not previously asked to receive zoning approval from the City of Marina, we are proactively seeking the City's approval for the event to alleviate any concerns the City may have with the temporary terminal within their city limits. We intend to obtain a City of Marina business license prior to commencing operation.

Handcar Photos

Mason Clark on the set of CBS's reality show "Tough As Nails" with two of our handcars in January 2020. Two of our handcars were featured in the pilot episode with contestants racing head to head. The blockbuster rated show was renewed for a second season.

As of this writing we have three of these handcars in our fleet.



Testing our prototype touring handcar in May 2019. By summer 2021 we will have 12 touring handcars completed.

As of this writing in December we have eight of these handcars completed.

We hosted two days of sold out demonstration tours in Ely, Nevada over Labor Day weekend 2020. Participants drove more than 250 miles to join the tour from Las Vegas and Salt Lake City. Our limited capacity event was sold out in hours using a \$100 Facebook advertising budget.



Proposed Revised Handcar Route



1600 additional feet of operating limits than previous 2020 proposal.

PALM AVE

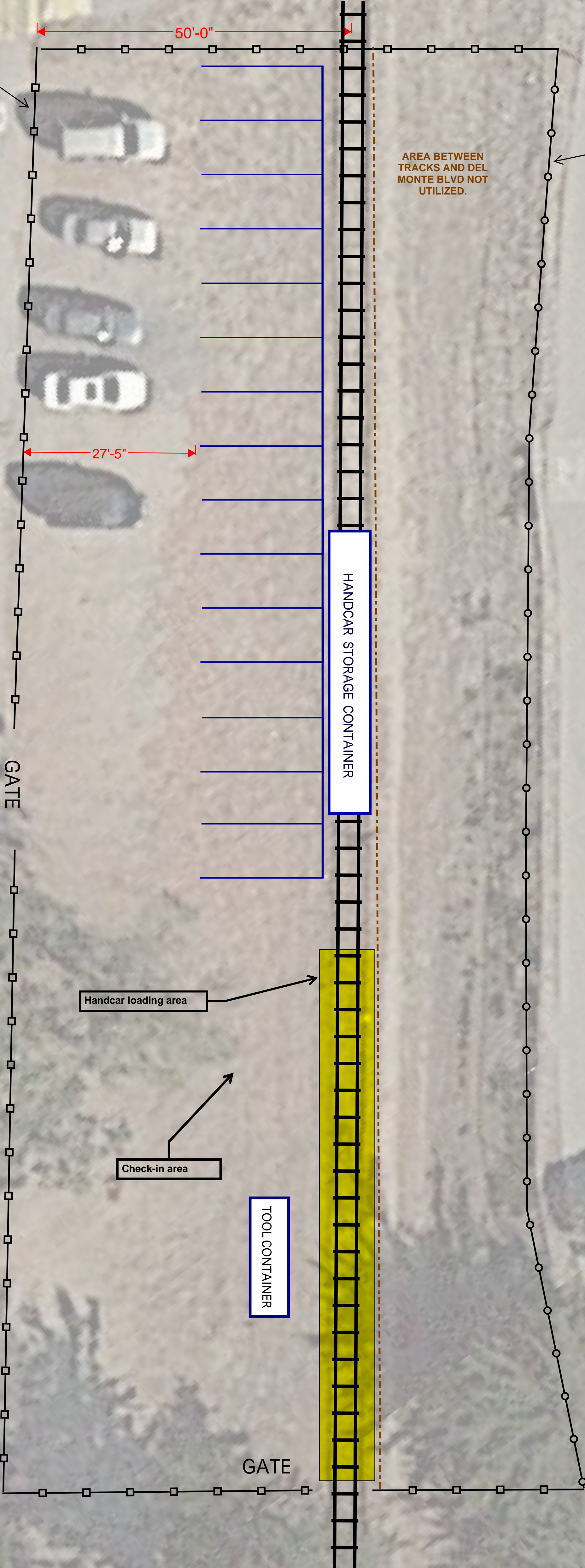
Rented temporary fence for security purposes.

Existing fence chain link fence.

AREA BETWEEN TRACKS AND DEL MONTE BLVD NOT UTILIZED.

MARINA DR

DEL MONTE BLVD



GATE

HANDCAR STORAGE CONTAINER

Handcar loading area

Check-in area

TOOL CONTAINER

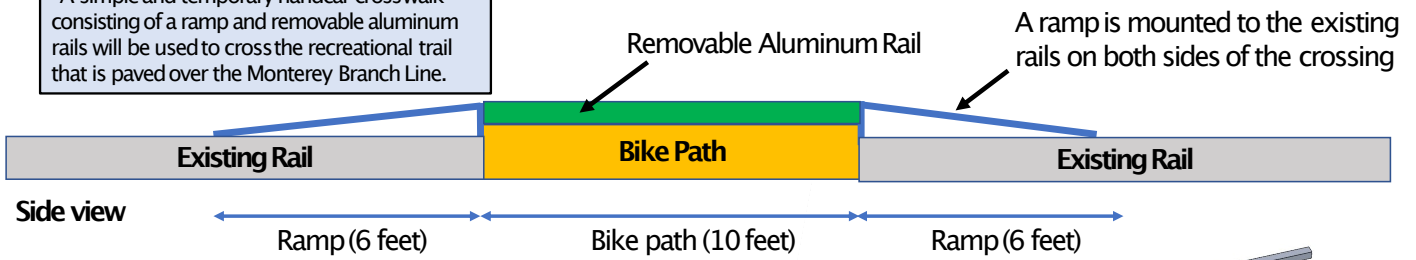
GATE

Proposed Temporary Terminal Site Photos



Recreational Trail Handcar Crossing

*A simple and temporary handcar crosswalk consisting of a ramp and removable aluminum rails will be used to cross the recreational trail that is paved over the Monterey Branch Line.



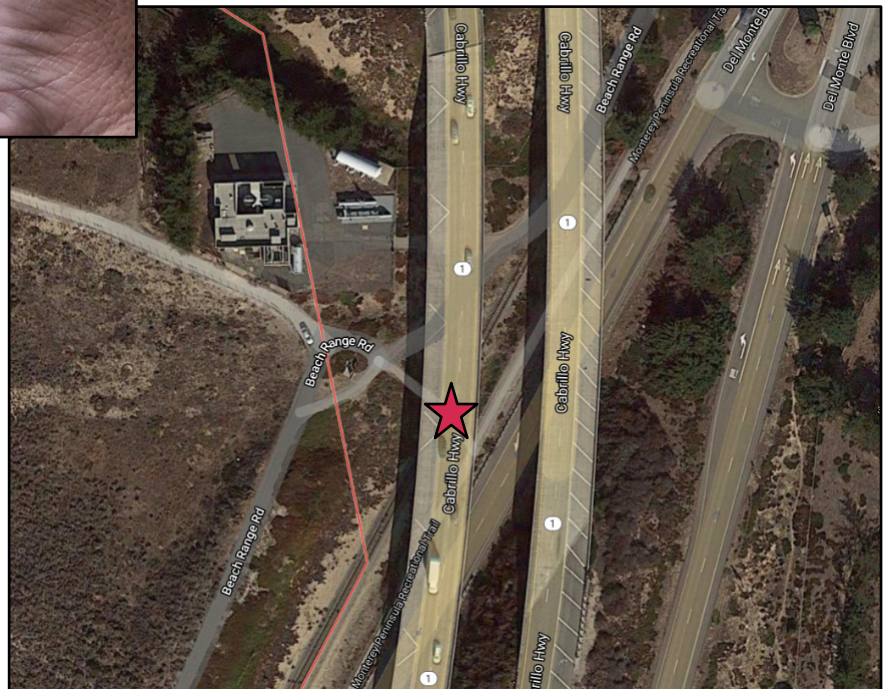
*Aluminum rails weigh 9 pounds and are placed over the recreational trail before the first handcar crosses and removed immediately after the last handcar crosses to prevent any tripping hazards on the trail.

*A handcar tour guide will stand on the trail while the handcars are crossing to ensure pedestrians and bicyclists stop.



Tubing sample that will be used for the handcar crosswalk.

Crossing location 1/3 mile South of temporary handcar loading site.



Museum of Handcar Technology LLC COVID19 Public Health Operating Plan

The purpose of this plan is to ensure public safety by setting guidelines that mitigate risk posed by the transmission of viral disease. The policies set forth in this document shall be exercised while public health restrictions are in place.

1. STAFF

- a. Employees exhibiting common viral symptoms shall not be permitted to work.
- b. Staff will perform a self evaluation at the beginning of a shift to ensure they are fit for duty.

2. ACTIVITIES

- a. Only tours are to be conducted.
- b. Pump car demonstrations are to be curtailed to avoid congregating people.
- c. Group interpretation lectures are not to be conducted so to avoid undesired congregation of unrelated individuals.

3. TOUR SALES

- a. Tour sales shall be primarily conducted through our web site.
- b. Customers that book tours in person should be encourage to wait in their vehicles until the designated tour time to limit exposure.
- c. Refunds shall be made for participants that express they are experiencing COVID symptoms.
- d. Unrelated persons shall not be placed together on a handcar.
- e. Tours will be timed as to prevent overlapping of groups. The intent is to discourage an outgoing group present while an incoming group is arriving on the site.

4. ON-SITE CHECK-IN

- a. Participants will be required to wear mouth and nose coverings while within the fenced station area.
- b. During check-in to obtain a car assignment, only one representative from the party should approach the checkin table to reduce the congregation of persons.
- c. Upon claiming a reservation, tour staff will hand the participant representative a handcar assignment and a clipboard containing a liability release for each participant in their party.
- d. Participants will board their assigned handcar, complete the liability waivers, and await a tour guide for further instructions.
- e. Tour guides will provide instruction to each handcar prior to departure. The guide will collect waivers, ensure each participant understand how the car functions, and be available to answer questions.

5. OPERATIONS

- a. Each handcar is to be situated at least six feet apart when stopped in the station or along the route. While in motion, handcars will operate at least 50 feet apart from each other.
- b. Participants will be permitted to remove face coverings upon departure, but requested to place them on after arriving into the station.
- c. At the conclusion of the event, participants will be dismissed from their seats one handcar at a time to ensure there is not unintended congregation of people within the station facility.
- d. Handcar surfaces, including hand holds, seats, and seat belts shall be cleaned between each excursion.
- e. Participants will be discouraged from remaining on-site after excursions with the intent of having the fewest number of guests at the site.

Appendix A

Tour Incident Emergency Procedure

1. Evaluate situation to determine if emergency medical attention is required. If victim is in immediate threat of death provide life support first aid. If unsure as to seriousness, air on the side of caution and call 911 using your cell phone. Be sure to provide specific instruction to the dispatcher as to the exact location and instructions on how to reach the location.
2. When two guides are present, one guide shall provide first aid, while the second communicates with the EMS dispatcher. It is also the responsibility of the communication guide to lead public safety responders to the incident location.
3. Notify the enterprise dispatcher of the incident. If additional equipment and personnel are available, the dispatcher shall authorize a car to respond to the location to provide additional support.
4. Provide first aid to the victim until help arrives.
5. Ask that other participants remain seated on their cars. If a participant identifies themselves as a medical doctor, nurse, professional First Responder (police, fire, paramedic) and offers assistance, accept their help in providing patient aid. When the situation stabilizes, obtain their name and contact information for the incident report.
6. The guide providing first aid shall describe all known illness, injuries, and first aid performed to responding EMS.
7. Collect name and contact information for the victim(s) and complete an incident report upon returning to the station describing what had occurred and the extent of first aid provided. The incident report shall be completed by the tour guide that provided first aid.
8. When the scene is stabilized continue the tour. In the instance of a serious incident it may be appropriate to cancel the tour and return to the station. In this instance a full refund shall be offered for all participants.
9. In the instance of an incident resulting in injury do not offer conclusions as to what had happened or admit fault. Collect information and document the facts for the incident report.

Assumption of Risk, Liability Release, and Indemnification Agreement

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

I wish to participate in a handcar tour and/or related services (the “Activity”) provided by Museum of Handcar Technology, LLC d/b/a Handcar Tours (“Handcar Tours”). In consideration of permission to participate in the Activity, I agree to the following terms:

1. Assumption of Risk. I understand and acknowledge that use of railroad handcars is inherently dangerous. I understand that participation in the Activity involves known and unknown risks to myself and others that could result in damage to property, serious bodily injury, or death resulting from circumstances including, without limitation, collision, weather, inadequate physical condition or preparation, equipment failure, lack of proper equipment, lack of proper safety measures, road or track hazards, negligence by myself or third parties, negligence by Handcar Tours or its agents, or unanticipated dangers. I hereby assume full responsibility for any harm, injury, or loss arising from my participation in the Activity, including any injury or loss resulting from the negligence of Handcar Tours or its agents or from the negligence of other participants in the Activity.

2. Liability Waiver and Release. On behalf of myself and my heirs, assigns, personal representatives and estate, I hereby release Handcar Tours and its owners, employees, contractors, affiliates, agents, successors, and assigns (“Released Parties”) from all liabilities, claims, demands, and causes of action arising from any damage, loss, injury, or death related in any way to my participation in the Activity. I understand that the foregoing release includes claims arising from the negligence of any of the Released Parties, except as expressly prohibited by California law.

3. Indemnification. I agree to indemnify, defend, and hold harmless the Released Parties against any claims made by me or any party acting on my behalf to which the terms of Paragraph 2 apply and against any expenses, including but not limited to damages, court costs, and attorneys’ fees, related to such claims. In addition, I agree to indemnify, defend, and hold harmless the Released Parties against any claims made by any third party arising from any allegedly wrongful or negligent act or omission by me or otherwise arising from my participation in the Activity and against any expenses, including but not limited to damages, court costs, and attorneys’ fees, related to such claims.

4. Representations. I represent that I am qualified and in adequate physical condition to participate in the Activity. I agree that I will not participate in the Activity while under the effects of drugs or alcohol or engage in any other act that exacerbates the risks to myself or others arising from my participation in the Activity. During my participation in the Activity, I agree to follow all applicable laws and regulations and to follow all rules and instructions of Handcar Tours and its agents. I understand that any breach of the terms of this paragraph will result in immediate termination of the Activity without any right to recovery of fees.

5. Photography and Video Release. I understand that photographs and/or video may be taken of me during or in connection with the Activity. I hereby grant to Handcar Tours, its successors, licensees, and assigns permission to use my name, voice, image, and likeness in any

form, without restrictions, and for any purpose. I hereby waive any claim or rights in connection with such use, including any right of publicity or copyright

6. General. I agree that this agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of California. I agree that any dispute arising from this agreement or the Activity shall be brought in a state court located in Monterey County, California or in a federal court located in the Northern District of California, and I agree that said courts shall have sole and exclusive venue and jurisdiction over matters related to the Activity. In the event any provision of this agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, and this agreement shall thereafter be construed and enforced as if said illegal or invalid provisions had never been included therein. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement.

Participant's Signature

Date

Print Name

If participant is under the age of 18 or otherwise considered a legal minor, signature of parent or legal guardian is required:

I represent that I have authority to enter this agreement on behalf of the participant and make decisions on behalf of the participant in connection with the Activity. I hereby agree to the terms of this agreement on the participant's behalf.

Signature of Parent or Guardian

Date

Print Name

MUSEUM OF HANDCAR TOURS RULES AND PROCEDURES MANUAL

Part 1 – Definitions

car: Term includes handcars, velocipede, and motorcars.

car group: a single car, or a group of cars traveling together as one unit

enterprise: term used to describe the operating business entity.

derail: a device installed on the rail for the purpose of creating a controlled derailing of a car to prevent attended roll-away.

participant: customer of the enterprise that participates in the active car experience. The designation is placed on a person after completing training and signing liability release.

platform: a surface consisting of wood, concrete, asphalt, road base, gravel, and or soil that is deposited on and around tracks for the purpose of aiding loading and unloading of participants from cars.

qualified operator: Employee that underwent training and passed a qualification test to operate a car.

station: designated location where participants board and disembark from cars.

switch: track appliance device used to direct car to alternate tracks.

Part 2 - General Provisions

2.1 Responsibilities

Each car will be assigned to the one who is to use it and the user is charged with the responsibility for its proper and safe use, operation, and care. The presence on the car of a higher-ranking employee does not relieve the user of operation, unless the ranking employee accepts responsibility for its operation.

2.2 Qualified Operator

A car must not be operated on the tracks of the tour enterprise, except when in charge of a qualified operator. A car must not be used except for the business of the tour enterprise.

2.3 Training

No one shall use a car until he has passed the required examinations to be designated a qualified operator or undergone required training to be designated as a participant.

2.4 Liability Releases

A signed release of liability form shall be received from all participants regardless if they are paying for the experience or receiving complementary participation.

Part 3 Equipment

3.1 Inspection

Each handcar shall be inspected daily before use to ensure that it is safe to operate. A daily log shall be maintained indicating the date and time of each inspection.

3.2 Substandard Car

A car that contains broken or inoperative components shall not be used until it is repaired.

3.3 Communication Equipment

All qualified operators operating a car shall carry an enterprise issued two-way radio and cellular telephone.

3.4 Emergency Equipment

Each car used for the purpose of guiding participants shall carry an American Red Cross first responder first aid kit and automatic electronic defibrillator machine (AED).

Part 4 Operations

4.1 Warning Signal

Warning signals such as gong, whistle or other device must be sounded by the user of a car so equipped when approaching crossings at grade and at other places when necessary to warn the public or workpeople of the approach of the car. The car must be stopped when necessary to avoid striking vehicles, persons, or animals.

4.2 Passing

The qualified user of a car must exercise caution when running alongside a tour, or approaching station platforms by reducing speed and keeping lookout for participants that may foul the track.

4.3 Qualified Operator Ratio

For each handcar tour group the following minimum guide to car ratio shall be adhered to:

1-10 cars = 2 qualified operators

11-15 cars = 3 qualified operators

Tours shall not exceed 15 handcars. For calculation purposes, any car carrying a participant will count as an occupied car.

4.10 Speed Rule

The speed of a car shall not exceed the speed that precludes stopping before colliding with another handcar, object, animal, or persons fouling the track.

4.11 Maximum Speed Limits

General travel: 10 mph

Towing without passengers: 8 mph

Towing with passengers: 5 mph

Towing with three or more handcars: 5 mph

Pushing without passengers: 8 mph

Pushing with passengers: 5 mph

Pushing with three or more handcars: 5 mph

4.20 Distances Between Cars

Cars shall be operated with at least 90 feet of spacing between cars. Additional rules apply to standup cars.

Exceptions:

- a. When a standup car is followed by another car of any type, then the rear standup position shall not be occupied.
- b. If the following car is in control of a qualified operator, and the distance between moving cars exceeds 200 feet, then the rear position of the front handcar is permitted to be occupied.

4.21 Night Operation

When used at night a car shall display a white light to the front and a red light to the rear.

4.22 Parking

Cars shall have a parking brake enabled when stopped unattended. Unattended cars parked on a grade exceeding 0.2% shall be protected by a derail or wheel chalk to prevent the inadvertent rolling of the car.

4.30 Towing

Cars may be towed by another car under the following circumstances:

- a. for the purpose of positioning the handcars to and from storage.
- b. When maintenance needs call for the hauling of equipment and tools.
- c. Repositioning a car where participants were unable to exert the strength to propel the car.

4.31 Towing Standup Car

Standup cars that are towing shall not have the rear position occupied by persons.

4.32 Towing Occupied Cars

Not more than one occupied car shall be towed by another car.

4.33 Tow Connection Devices

Only tow bars designed for towing purposes shall be used for the purpose of connecting handcars together.

4.40 Maximum Car Capacities

The following maximum person capacities apply:

Standup cars: 5 persons

Seated cars: 4 persons

4.41 Car Boarding

Cars shall not be boarded while it is in motion.

4.42 Seat Belts

Seat belts shall be used where provided anytime a car is in motion.

4.43 Weight Limit

No person over the weight of 275 pounds shall be permitted to be carried or propel a car. Exceptions to the rule may be made on a case-by-case basis by the Chief Operating Office.

4.44 Height Restriction

A person shall not ride or propel a car unless they are at least 45 inches tall. Exceptions to the rule may be made on a case-by-case basis by the Chief Operating Officer.

4.50 Occupancy Communication

Qualified operators shall coordinate movements with other cars by radio or cellular telephone when more than one car group occupies the tracks outside the designated station.

4.51 Weather

Car tours that have not begun shall not depart the station during moderate or heavy rain.

4.52 Lightning

Car tours that have not begun shall not depart the station when lightning is observed within 10 miles of any portion of the route, or when thunder is heard. Tours shall not commence until there is a ten minute period without lightening being observed within 10 miles of the route, nor thunder heard.

4.53 Lightning During Commenced Tours

When electrical storm activity is observed during an underway tour, all efforts shall be made to avoid proceeding into the storm.

4.60 Emergency Procedure

In the event of an emergency, qualified operators shall follow the tour emergency incident procedure as indicated in Appendix A



**Secretary of State
Statement of Information**
(Limited Liability Company)

LLC-12

19-A97274

FILED

In the office of the Secretary of State
of the State of California

MAR 08, 2019

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

MUSEUM OF HANDCAR TECHNOLOGY LLC

2. 12-Digit Secretary of State File Number

201906510284

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
17926 Maplehurst Pl	Canyon Country	CA	91387
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
17926 Maplehurst Pl	Canyon Country	CA	91387
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
17926 Maplehurst Pl	Canyon Country	CA	91387

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Todd		Clark	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
17926 Maplehurst Pl	Canyon Country	CA	91387

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Todd		Clark	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
17926 Maplehurst Pl	Canyon Country	CA	91387

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Manufacturing

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The Information contained herein, including any attachments, is true and correct.

03/08/2019

Todd Clark

Member

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS BEFORE COMPLETING](#).)

Name: []

Company:

Address:

City/State/Zip: []



**Attachment to
Statement of Information
(Limited Liability Company)**

**LLC-12A
Attachment**

19-A97274

A. Limited Liability Company Name
MUSEUM OF HANDCAR TECHNOLOGY LLC

This Space For Office Use Only

B. 12-Digit Secretary of State File Number
201906510284

C. State or Place of Organization (only if formed outside of California)
CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name Mason	Middle Name	Last Name Clark	Suffix
Entity Name			
Address 17926 Maplehurst Pl	City (no abbreviations) Canyon Country	State CA	Zip Code 91387-6397
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code



California Secretary of State
Electronic Filing



LLC Registration – Articles of Organization

Entity Name: Museum of Handcar Technology LLC

Entity (File) Number: 201906510284

File Date: 03/01/2019

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: Museum of Handcar Technology LLC

2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 17926 Maplehurst Place
Canyon Country, California 91387
United States

 - b. Initial Mailing Address: 17926 Maplehurst Place
Canyon Country, California 91387
United States

3. Agent for Service of Process: Todd Clark
17926 Maplehurst Place
Canyon Country California 91387
United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Susan Engle

Certificate Verification Number: TLEHDI
 Use bizfile.sos.ca.gov to verify the certified copy.



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.




IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of March 06, 2019

ALEX PADILLA
Secretary of State

Verification Number: TLEHDI
Entity (File) Number: 201906510284

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov

MUSEUM OF HANDCAR TOURS RULES AND PROCEDURES MANUAL

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-08-2019

Employer Identification Number:
83-3880160

Form: SS-4

Number of this notice: CP 575 B

MUSEUM OF HANDCAR TECHNOLOGY LLC
HANDCAR TECHNOLOGIES
% TODD CLARK MBR
17926 MAPLEHURST PL
CANYON COUNTRY, CA 91387

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-3880160. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

PROPOSAL OF INSURANCE

Prepared For:

Museum of Handcar Technology LLC

26911 Ruetuer Ave., Suite P
Canyon Country, CA 91351

PRESENTED BY:

Cameron Allen, Account Executive

Harlee Wendel, Account Manager



VERACITY
INSURANCE SOLUTIONS

260 South 2500 West Suite 303
Pleasant Grove, UT 84062
866.395.1308

www.veracityins.com

IMPORTANT: The proposal is for informational purposes only. The actual coverages, terms and conditions offered herein may be more restrictive than those requested on your application.



YOUR SERVICE TEAM

ACCOUNT EXECUTIVE

Cameron Allen

Business Phone: 866-395-1308

Fax Phone: 801-763-1374

Email: cam@veracityins.com

ACCOUNT MANAGER

Harlee Wendel

Business Phone: 866-395-1308

Fax Phone: 801-763-1374

Email:

DATE: 8/28/2019

RE: Museum of Handcar Technology, LCC

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

LOCATION(S) OF RISK:

1. INTERSECTION OF 5TH & 9TH STREET, Marina, CA 93933

PROPOSED EFFECTIVE PERIOD: 08/28/2019 AT 12:01 AM TO 08/28/2020 AT 12:01 AM STD TIME AT RISK LOCATION.

FORM OF COVERAGE: COMMERCIAL GENERAL LIABILITY OCCURRENCE

APPLICATION NO: APP28284228

INSURER(S):

Line Of Business	Supplier(s)	Participation
Commercial General Liability	Atain Specialty Insurance Company	100.00 %

LIMITS / DEDUCTIBLES:

Loc	Sub Coverage	Limit(s)	Deductible(s)	Co Ins
1	General Aggregate	\$2,000,000		
1	Products and Completed Operations	\$2,000,000		
1	Each Occurrence	\$1,000,000	\$1,000 Per Claim BI/PD	
1	Personal and Advertising Injury	\$1,000,000		
1	Medical Expense	Excluded		
1	Damage to Premises Rented to You / Each Occurrence	\$100,000		

TOTAL CHARGES:

\$3,500.00	Commercial General Liability Premium
\$ 100.00	Additional Insured Premium (Fully Earned)
\$ 250.00	Underwriter Inspection Fee (Fully Earned)
\$ 150.00	Policy Fee
\$ 45.00	Surplus Lines Filing Fee
\$ 115.50	CA Surplus Lines Tax
\$ 7.70	CA Stamping Fee
\$4,168.20	TOTAL COST

TERM MINIMUM PREMIUM:
 25.00% EARNED (Except When Fully Earned)
 MINIMUM PREMIUM = \$975.00

Terrorism coverage available for an additional premium of \$500, plus applicable taxes. Acceptance or rejection of this coverage must be made in writing.

OPERATIONS COVERED PER AF3398: GUIDED TOURS ABOARD HAND POWERED RAIL CARS ON OUT-OF-SERVICE RAILROAD TRACKS

EXCLUDED OPERATIONS PER CG2153: ALL ACTIVITIES AND OPERATIONS NOT LISTED AS COVERED ON THE AF3398 INCLUDING BUT NOT LIMITED TO : HANDCAR MANUFACTURING AND DESIGN

EXCLUDED PRODUCTS PER CG2133: ALL PRODUCTS MANUFACTURED BY; DISTRIBUTED BY; SOLD BY; REPACKAGED BY OR REPAIRED FOR OTHERS BY THE INSURED

DATE: 8/28/2019

RE: Museum of Handcar Technology, LCC

NEEDED TO BIND:

- Signed, fully completed: Terrorism (TRIA) election/rejection form
- Initialed and Signed Minimum Eligibility Requirements
- Signed No Known Loss Letter
- Confirm communication devices are in place on all trips
- Copy of Insured's Procedure and Training Manual Including Inspection logs
- Signed Waiver and Safety Procedure Warranty
- Completed Surplus Lines Tax Form

INSPECTION: Atain will order an ACTIVE Inspection to Observe Your Operations and Activities when Patrons / Clients are present within 30 days of the Bind Date. All Recommendations must be complied with Immediately to Avoid Cancellation.
Note: The inspector will verify that the required forms per this proposal of coverage are being utilized

CONDITIONS: PLEASE REVIEW THIS CAREFULLY AS IT MAY DIFFER FROM COVERAGES AND LIMITS REQUESTED.

MANDATORY FORMS:

- CA D2
- UNLPFD1 07-17 Common Policy Declarations
- SOFAE 09-10 Schedule of Forms/Endorsements
- AF100 06-16 Atain Specialty Policy Jacket
- AF3380 06-17 Fraud & Misrepresentation Form
- AF3550 07-12 Minimum Earned Premium Endorsement
- AF900 01-16 Service of Suit Endorsement
- IL0017 11-98 Common Policy Conditions
- UNLPFSD1L 07-17 Commercial General Liability Supplemental Declarations
- AF001007 06-17 Combined Coverage & Exclusions Endorsement
- CG0001 04-13 Commercial General Liability Coverage Form
- CG2107 05-14 Exclusion-Access or Disclosure of Confidential or Personal Information
- CG2132 05-09 Communicable Disease Exclusion
- CG2167 12-04 Fungi or Bacteria Exclusion
- CG2426 04-13 Amendment of Insured Contract Definition
- AF000839 04-16 Excludes Injury to Employees, Leased Workers, Volunteers & Independent Contractors.
- AF000873 07-12 Known Injury or Damage Exclusion, Personal and Advertising Injury
- AF000899 03-14 Aircraft, Auto or Watercraft Exclusion
- AF001396 07-12 Infringement, Misappropriation and Unfair Competition Exclusion
- AF001401 06-16 Damage to Premises Rented to You Limitation – Fire Legal Liability Coverage
- AF001707 03-13 Amendment of Non-Payment Cancellation
- AF001729 04-16 State of Missouri Exclusion
- AF001752 08-16 Exclusion-Americans with Disabilities Act and Discrimination
- AF001772 08-17 Atain Insurance Companies Claim Reporting Information
- AF3378 01-15 Amendment of Section IV-Conditions (Premises Audit/Excess Vendors)
- AF3398 03-17 Limitation of Coverage-Specified Operations
- AF3400 07-12 Absolute Silica or Silica-Related Dust Exclusion
- AF98001 07-12 Punitive Damage Exclusion (Mandatory only in States of AL, AK, GA, LA, MS and WV)

OPTIONAL forms and endorsements applying to this account

- CG2173 01/15 TRIA Terrorism Exclusion – Rejected OR
- CG2170 01-15 TRIA Terrorism - Elected
- CG2133 11-85 Exclusion – Products
- CG2135 10-01 Exclusion Medical Payments
- CG2153 01-96 Exclusion: Designated Operations
- B&W58 12-05 LIQUOR EXCLUSION
- AF01773A 12-17 Waiver and Safety Procedure Warranty
- AF000835 07-12 Animal Exclusion
- AF33505 07-12 Firearms and Weapons Exclusion
- AF000848 07-12 Property Entrusted Exclusion
- CG0300 01-96 Deductible Liability Insurance
- CG2024 04-13 All-Landowner

DATE: 8/28/2019

RE: Museum of Handcar Technology, LCC

THE ABOVE COVERAGES ARE THE ONLY COVERAGES OFFERED. ANY COVERAGE REQUESTED IN THE APPLICATION THAT DIFFERS FROM THE ABOVE IS NOT INCLUDED. THE INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS, AND FORMS OF THE POLICY(S) IN CURRENT USE BY THE COMPANY.

**WE APPRECIATE YOUR BUSINESS. NO BINDING AUTHORITY IS CONVEYED TO ANY AGENT.
FLAT CANCELLATIONS NOT ALLOWED. QUOTATION IS GOOD FOR 30 DAYS.**

-

**ATAIN SPECIALTY/ATAIN INSURANCE COMPANY
POLICY HOLDER DISCLOSURE**

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that the Terrorism Risk Insurance Act of 2002 has been extended until December 31, 2020 under the revised Act cited as "Terrorism Risk Insurance Program Reauthorization and Extension Act of 2015" (TRIPRA). Under this Act, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life; property; or infrastructure; to have resulted in damage within the United States or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and that causes losses of at least \$100 million.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

TRIPRA 2015 will terminate on December 31, 2020 unless extended by the Federal Government. If your policy is in effect when the Federal program terminates, any terrorism coverage afforded by us in your policy for the Federal program will also cease as of that date.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The NOTE below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia and Wisconsin.

NOTE: In these States above, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

SELECTION OR REJECTION OF CERTIFIED TERRORISM INSURANCE COVERAGE
PLEASE RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT

<input type="checkbox"/>	I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of \$ <u>\$500</u> (plus applicable fees and taxes). Action: Please sign and return this form with your payment for premium to your insurance agent.
<input type="checkbox"/>	I decline to purchase the Terrorism Coverage require to be offered under the Act. Action: Please sign and return this form to your insurance agent.

Policy Holder/Applicant's Signature

Named Insured/Firm

Print Name

Policy Number, if available

Date: _____



GENERAL COVERAGE DEFINITIONS

Occurrence Limit

The most the insurance company will pay for any one occurrence

General Aggregate Limit

The most the insurance company will pay out for all claims during your policy period (12 months)

Damages to Rented Premises

The most the company will pay for damages because of "property damage" to any one premises for less than 7 days. Coverage for premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Medical Payments

This coverage reimburses, without regard to your liability/fault, all reasonable medical expenses, up to policy limit, incurred by persons as a result of bodily injury sustained by accident as defined in your policy.

General Liability

This coverage protects your business from claims arising from alleged bodily injury, personal injury, or property damage liability. This coverage is used to insure against claims arising out of your ownership, maintenance, or use of premises including any operations that are in progress.

Personal and Advertising Injury

This coverage is used to insure against claims of libel, slander, product disparagement, piracy, infringement of copyrights, etc. that arise out of the advertising of your goods, products, or services.

Products and Completed Operations

This coverage is used to insure against claims arising out of bodily injury and property damage that result from products you have sold, manufactured, handled, distributed or disposed of; or for work you have performed, provided the accident occurs away from premises you own or rent.

****Product Liability does not cover damage to your building, business income, or business personal property including stock and inventory.***

Minimum Earned Premium

If your policy is cancelled for any reason, the company will keep a percentage of the total annual premium. Unearned premium will be calculated according to your policy cancellation provision.

Coverage Territory

Any action against you must be filed in the US, its territories, Puerto Rico, or Canada.

Additional Insured

A person or organization added to your insurance policy, at your request, to fulfill a contractual or indemnification obligation. The Additional Insured will have the same access to the policy limits, conditions and exclusion as you do if they are brought into a suit due to your negligence.



BIND REQUEST FORM

Named Insured: Museum of Handcar Technology LLC

I have received the above insurance proposal and accept the terms and conditions as outlined. I also understand my finance obligation for the premiums and fees as described.
Please bind coverage effective ____/____/____

In the event of loss all terms, conditions, limitations, and exclusions of actual policy will apply. Coverage quoted or indicated is based upon information provided. The actual coverages, terms and conditions offered herein may be more restrictive than those requested on your application.

- Enclosed Documents:**
- 1) Signed State Affidavit (if applicable)
 - 2) Payment and Signed Finance Agreement (if premium is being financed)
 - 3) Signed application
 - 4) Subjectivities listed in proposal.

I am interested in receiving information about the following optional coverages: **PLEASE CHECK AT LEAST ONE BOX**

- | | |
|--|---|
| <input type="checkbox"/> Automobile Liability | <input type="checkbox"/> Excess Limits Policy |
| <input type="checkbox"/> Building and Business Personal Property | <input type="checkbox"/> Pollution/Environmental Coverage |
| <input type="checkbox"/> Cyber Liability | <input type="checkbox"/> Product Recall |
| <input type="checkbox"/> Directors/Officers | <input type="checkbox"/> Professional Liability |
| <input type="checkbox"/> Employee Benefits Liability | <input type="checkbox"/> Workers Compensation |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> None of the Above |

Customer #: 00052154

Full Payment Amount: \$ 4,168.20

NOTE: Financing options available if need.

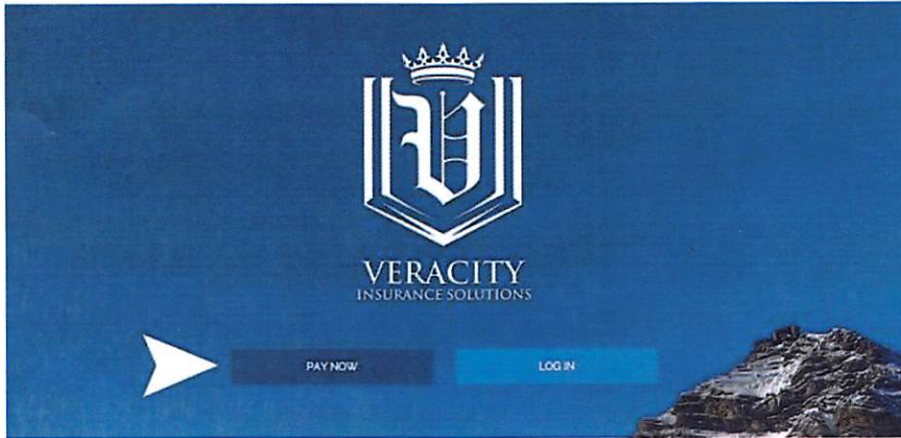
_____	_____
Print Name	Title
_____	_____
Policyholder/Applicant's Signature	Date





Pay.Veracity is a new and safe way for you to pay premiums and update information. Please use the following instructions to pay your invoice.

- STEP 1:**
- Go to pay.veracityinsurance.com and click "Pay Now"



- STEP 2:**
- Complete all required fields (*)
 - Enter your invoice number or customer number: 00052154
 - Click "Continue"

- STEP 3:**
- Pay via check and complete the required fields (*)
 - Click "Continue"

- STEP 4:**
- Review order information and make sure all fields are correct
 - Click "Pay Now"

Once your payment goes through, a confirmation email will be sent to the email address you provided in the account setup.



OUTDOOR RECREATION ACCIDENT

INSURANCE PROGRAM

IMPORTANT: This brochure provides only a brief summary of the Program available for sale under policy series C11695DBG. The Program provides insurance for covered accidents incurred while insureds are participating in Covered Activities.

In association with



Insurance underwritten by:

National Union Fire Insurance Company of Pittsburgh, Pa.
with its principal place of business in New York, NY ("the Company")

This brochure is valid in all states EXCEPT: Florida (under 50 lives), Colorado (under 10 lives),
*Minnesota, New Hampshire, New Mexico (under 10 lives), *New York, and Washington.
*Please contact your Veracity Insurance Solutions representative for information.





Accident Insurance Coverage for Outdoor Recreation

Eligibility

Class 1: All registered participants of the Policyholder for whom the appropriate premium has been paid.

Covered Activities:

Class 1: While participating in Policyholder sponsored, scheduled and approved (varies by outdoor activity) activities.

Benefits

Benefits may vary depending on the state of issue. State specific variations will be contained in the issued policy.

Accidental Death Benefit

In Injury results in the death of the Insured within 365 days of the date of the accident causing the Injury, the policy will pay the Accidental Death Benefit.

Accidental Dismemberment Benefit

In Injury to an Insured results in any one of the losses specified below, directly and independently of all other causes, within 365 days of the date of the accident causing the Injury, the policy will pay the percentage of the Accidental Dismemberment Maximum Amount specified for that loss.

For Loss Of	Percentage
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand and Sight in One Eye	100%
One Foot and Sight in One Eye	100%
Sight in Both Eyes	100%
Speech and Hearing in Both Ears	100%
Sight in One Eye	50%
One Hand or One Foot	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Accident Medical Expense Benefit

If the Insured suffers an Injury that requires treatment by a Physician within 90 days of the date of the accident causing the Injury, the policy will pay the usual and customary charges incurred for medically necessary Covered Accident Medical Services, up to the accident Medical Expense maximum Amount for all Injuries caused by the same accident. Benefits are payable for covered charges incurred within 52 weeks of the date of the accident causing the Injury.

Primary coverage (if applicable) means that our policy provides coverage for covered accident medical expenses regardless of other insurance coverage available to the Insured.

Covered Accident Medical Service(s) means any of the following services: a) services of a Physician; b) private duty nursing by a registered nurse (R.N.) or Licensed Practical Nurse (LPN); c) laboratory tests; d) radiological procedures; e) anesthetics and the administration of anesthetics; f) blood, blood products and artificial blood products, and the transfusion thereof; g) physical therapy and occupational therapy; h) rental of durable medical equipment; i) artificial limbs, artificial eyes or other prosthetic appliances; j) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription; k) use of an Ambulatory Medical Center; l) Hospital's most common semi-private room and board (or room and board charge in an intensive care unit), Hospital ancillary services (including but not limited to use of the operating room or emergency room); m) ambulance service to or from a Hospital.

Excess Provision (if applicable): applies when an Insured has Accident Medical Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: 1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and 2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and

- the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made; exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

Limitation on Multiple Benefits

If an Insured suffers one or more losses from the same accident for which amounts are payable under the Accidental Death Benefit and Accidental Dismemberment Benefit, the maximum amount payable under all these Benefits combined will not exceed the amount payable for the largest of these losses.

Aggregate Limit

The maximum amount payable under the policy may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits provided by the policy: Accidental Death Benefit, Accidental Dismemberment Benefit. The maximum amount payable for all such losses for all Insureds under those benefits combined will not exceed the amount shown as the Aggregate Limit. If the combined maximum amount otherwise payable for all insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise for each Insured for all such losses under all those benefits combined.

Reduction Schedule

The Maximum Amount used to determine the amount payable for a loss will be reduced if an Insured is age 70 or older on the date of the accident causing the loss with respect to any of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment Benefit. The Maximum Amount is reduced to a percentage of the Maximum Amount that would be used if the Insured were under age 70 on the date of the accident, according to the following schedule:

Age on Date of Accident	Percentage Of Under-Age-70 Maximum Amount
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Premium for an Insured age 70 or older is based on 100% of the coverage that would be in effect if the Insured were under age 70.

"Age" as used above refers to the age of the Insured on the Insured's most recent birthday, regardless of the actual time of birth.

Exclusions

Exclusions may vary depending on the state of issue. State specific variations will be contained in the issued policy.

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks, even if the proximate or precipitating cause of the loss is an accidental bodily injury.

- Suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury or auto-eroticism;
- Sickness, disease, mental incapacity, or bodily infirmity whether the loss results directly or indirectly from any of these;
- The Insured committing or attempting to commit a crime;
- Infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning, or an accidental cut or wound independent of and in the absence of any underlying sickness, disease or condition, including but not limited to diabetes;
- Declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by the Policy;
- Participation in any team sport or any other athletic activity, except participation in a Covered Activity;
- Full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded. Loss covered while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.);
- Travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
 - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Covered Person's employer;
- The Insured being under the influence of intoxicants;
- The Insured being under the influence of drugs unless taken under the advice of and as specified by a Physician;
- The medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment;
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm;
- Any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law;
- The Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground; and
- Any loss incurred while outside the United States, its territories or Canada.

In addition to the above Exclusions, Accidental Medical Expense benefits are not payable for, and usual customary charges for Covered Accident Medical Services do not include, any expense resulting from any of the following:

1. Repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing durable medical equipment unless due to a covered Injury;
2. New, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum shown in the Benefit Schedule;
3. New eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
4. New hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
5. Rental of durable medical equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of durable medical equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a usual and customary Covered Accident Medical Expense in lieu of such rental expense);
6. Any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. Routine physical exam and related medical services;
9. Personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital;
10. Pre-existing Condition;
11. Elective treatment or surgery;
12. Experimental or Investigative treatment or procedures;
13. Treatment for temporomandibular dysfunction;
14. Care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable by the Policyholder, or for which a charge is not made;
15. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;
16. Educational or vocational testing or training;
17. Treatment of Osgood-Schlatter's disease;

18. Detached retina unless due to an Injury;
19. Diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;
20. Plastic or cosmetic surgery, except for reconstructive surgery on an injured part of the body;
21. Charges that are payable under motor vehicle medical benefits;
22. Hernia, except as a result of participation in a Covered Activity;
23. Any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

Definitions

Definitions may vary depending on the state of issue. State specific variations will be contained in the issued policy.

Injury means bodily injury 1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; 2) which occurs while such person is participating in a Covered Activity; and 3) which directly (independent of sickness, disease or any other cause) causes a covered loss.

Loss means, with reference to hand or foot, complete severance through or above the wrist or ankle joint; with reference to sight in an eye, total and irrecoverable loss of sight; with reference to hearing in an ear, total and irrevocable loss of ability to hear in that ear; with reference to speech, total and irrevocable loss of ability to speak; with reference to thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits. In the event an insured Person suffers more than one Loss as a result of the same accident, only one amount, the largest, shall be paid, subject to the Maximum Amount under the Plan you select.



EXCESS * COVERAGE AND PREMIUM

	Plan Option 1	Plan Option 2	Plan Option 3
Accident Medical Expense (Excess)	\$5,000	\$10,000	\$25,000
Deductible per Injury (Corridor)	\$250	\$250	\$250
Dental	\$250 <i>(per tooth)</i>	\$250 <i>(per tooth)</i>	\$250 <i>(per tooth)</i>
Accidental Death	\$5,000	\$5,000	\$5,000
Accidental Dismemberment	\$5,000	\$5,000	\$5,000
Aggregate Limit	\$250,000	\$250,000	\$250,000
Annual Revenue	\$5,000 AME	\$10,000 AME	\$25,000 AME
Up to \$100,000	\$150	\$150	\$160
Up to \$200,000	\$150	\$160	\$204
Up to \$300,000	\$160	\$216	\$272
Up to \$400,000	\$200	\$272	\$340
Up to \$500,000	\$240	\$320	\$408
Up to \$600,000	\$320	\$432	\$545
Up to \$750,000	\$399	\$541	\$681
\$750,001 – \$3MM	\$998	\$1,345	\$1,480
Over \$3MM	\$1,398	\$1,881	\$2,214

PRIMARY COVERAGE AND PREMIUM

	Plan Option 1	Plan Option 2	Plan Option 3
Accident Medical Expense (Primary)	\$5,000	\$10,000	\$25,000
Deductible per Injury	\$250	\$250	\$250
Dental	\$250 <i>(per tooth)</i>	\$250 <i>(per tooth)</i>	\$250 <i>(per tooth)</i>
Accidental Death	\$5,000	\$5,000	\$5,000
Accidental Dismemberment	\$5,000	\$5,000	\$5,000
Aggregate Limit	\$250,000	\$250,000	\$250,000
Annual Revenue	\$5,000 AME	\$10,000 AME	\$25,000 AME
Up to \$100,000	\$150	\$150	\$200
Up to \$200,000	\$150	\$200	\$255
Up to \$300,000	\$200	\$270	\$340
Up to \$400,000	\$250	\$340	\$423
Up to \$500,000	\$299	\$403	\$510
Up to \$600,000	\$400	\$538	\$685
Up to \$750,000	\$502	\$674	\$851
\$750,001 – \$3MM	\$1,254	\$1,675	\$1,840
Over \$3MM	\$1,757	\$2,358	\$2,830

PREMIUM CALCULATION

Annual Revenue: \$ _____

Coverage Type: Excess* Primary

Plan: Option 1 Option 2 Option 3

Premium: \$ _____

The minimum premium is \$150 per policy per year. Coverage is mandatory for all participants of the Policyholder.

*Excess coverage is not available in all states.

Continued >