City of Santa Fe

200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Memorandum

DATE: August 7, 2026

TO: The Governing Body

VIA: Geralyn F. Cardenas, City Clerk/Director of Community Engagement

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from Kiwanis Club of Santa Fe to allow the dispensing/consumption of beer, wine, and cider at the 102nd Annual Burning of Zozobra at Magers Field and Fort Marcy Park & Recreation Complex, 409 Bishops Lodge Rd.

BACKGROUND AND SUMMARY:
Request for a Public Celebration Permit Application from Santa Fe Brewing Co. to allow the dispensing/consumption of beer, wine and cider at the 102nd Annual Burning of Zozobra, to be held on Friday, September 4, 2026, with alcohol service from 4:30 p.m. to 9:15 p.m. in two beer gardens one located in Magers Field and one located in Fort Marcy Park, 409 Bishops Lodge Rd., Santa Fe, which are located on city property, with an expected 50,000 attendees pursuant to SFCC 1987 §23-6.2(C) and consistent with NMSA 1978,§60-6A-12.

ACTION REQUESTED:
Consideration of the above request

Attachments:
- Special Dispenser Permit Intake Application
- Letter from Sponsor
- Letter from City Manager for City Owned Property
- Map Layout of event
- List of servers
- Insurance

Alcoholic Beverage Control Division
Public Celebration Permit Intake Application
Application Number: PAR-0000467743

License Holder Information

Business Name (DBA): SANTA FE BREWING CO.
Business Mailing Address: P.O. Box 29773,Santa Fe,NM,US,87592
Business Phone: 5056600565
Business Email: info@santafebrewing.com

License Number: SBL-000023
License Type: Small Brewer
License Expiry Date: 02/28/2027

Event Information

Event Name: Zozobra 102
Event Venue: Outdoor
Event Start Date: 09/04/2026
Event End Date: 09/04/2026
No of Days of Event: 1
Does this event allow guests of all ages: No
Will wristbands be used to assist in identifying attendees 21 years of age and older: Yes
Event Description: Beer garden at Kiwanis Club Zozobra Celebration.

Event Physical Address

Event Street: 490 Bishops Lodge Road
Event City: Santa Fe
Event Zip Code: 87501
Event State: NM
Event County: Santa Fe
Event Local Option District: Santa Fe City

Event Date/Hours

Date of Event: 09/04/2026
Time Event Begins: 4:00 PM
Time Event Ends: 10:00 PM
Time of Alcohol Service: Begins at: 4:30 PM
Ends at: 9:15 PM
Total No. of Attendees Expected at Event: 50000
Total No. of Attendees Expected to Consume Alcohol: 1200

Sponsor Information

Event Sponsor Name (Event Organizer): Kiwanis Club of Santa Fe
Event Sponsor Contact Person: Ryan Miller
Event Sponsor Contact Email: rmiller.sundance@gmail.com
Event Sponsor Contact Phone: 5059820090

Security Information

Security Type: Licensed Security Company
Number of Security Guards at Event: 11
Licensed Security Company Name: Forte Security

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY, MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

Alcoholic Beverage Control Division

Public Celebration Permit Intake Application

Application Number: PAR-0000467743

License Holder and Server Certification

I Jacqualine Hatchel (Licensee) hereby certify this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.

Licensee Name: (print) Santa Fe Brewing Company c/o Brian Lock

Signature: Jacqualine Hatchel **Date:** 7/28/2026

Local Governing Body Approval

Print Name: ______________________ **Title:** ______________________

Signature: ______________________ **Date:** ______________________

Phone No.: ______________________ **Fax:** ______________________

City of Santa Fe
200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Michael J. Garcia, Mayor

July 29, 2026

Jackie Hatchel
Santa Fe Brewing Co.
P.O. Box 29773
Santa Fe, NM 87592

To Whom It May Concern,

I attest that the City of Santa Fe is the landowner of Fort Marcy Park and Recreation Complex located at 409 Bishops Lodge Rd., Santa Fe, New Mexico 87501.

I, Brian Moya, Interim City Manager of the City of Santa Fe grant permission to Santa Fe Brewing Co. to manage and conduct alcohol sales at the above-mentioned property, on Friday, September 4 2026, from 4:00pm to 9:15pm, for "Zozobra 102", as detailed in the application(s).

Please do not hesitate to call the City Clerk's Office at 505.955.6520 if you have any questions.

Sincerely,

Brian Moya
Interim City Manager

Kiwanis
CLUB OF SANTA FE, NM

July 29, 2026

City of Santa Fe
Land Use Department — Permitting Division
200 Lincoln Avenue
Santa Fe, New Mexico 87501

RE: Special Event Permit — 102nd Annual Burning of Zozobra, September 4, 2026, Fort Marcy Park — Authorization for Santa Fe Brewing Company to Dispense Alcoholic Beverages

To Whom It May Concern:

The Kiwanis Club of Santa Fe, New Mexico is the producing organization and permit applicant for the 102nd Annual Burning of Zozobra, to be held on Friday, September 4, 2026, at Fort Marcy Park in Santa Fe, New Mexico.

By this letter, the Kiwanis Club of Santa Fe requests and authorizes Santa Fe Brewing Company to sell and dispense alcoholic beverages at the event as our designated alcohol vendor, operating under its own New Mexico Alcoholic Beverage Control license and under any special dispenser permit issued for this event. Santa Fe Brewing Company has our full permission to operate on the event premises for that purpose on September 4, 2026.

Alcohol service at the event will be conducted subject to the following controls:

- Service is confined to the designated, controlled service areas shown on the approved event site map. Alcohol may not be carried outside those areas.
- All service is performed by trained, certified Santa Fe Brewing Company personnel, with age verification and wristbanding at the point of service.
- No outside alcohol is permitted. The event operates a clear-bag-only policy with bag screening at every gate.
- Service hours are limited to the hours approved under the permit, and service ends prior to the conclusion of the event.
- Licensed private security and uniformed law enforcement are on site throughout the event under our inter-agency operations plan with the Santa Fe Police Department.

A certificate of insurance for the event is being furnished to the Permitting Division together with this letter, naming the City of Santa Fe as an additional insured as required.

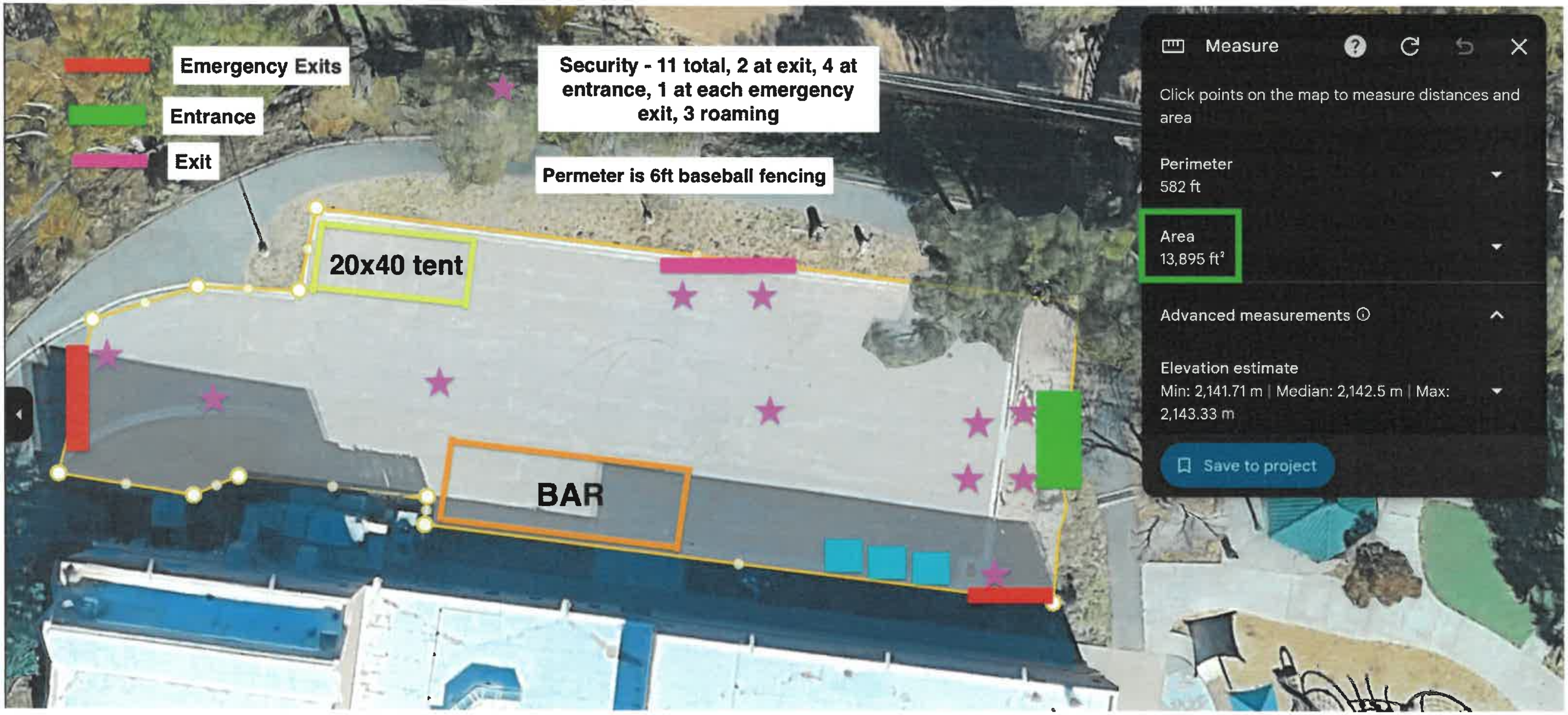
Please do not hesitate to contact me directly with any questions or with anything further needed to complete the permit file. I can be reached at 206-719-9652 or burnhim@burnzozobra.com. Thank you for your assistance.

Sincerely,

Raymond G. Sandoval

Raymond G. Sandoval
Zozobra Event Chairman
Kiwanis Club of Santa Fe, New Mexico
206-719-9652 | burnhim@burnzozobra.com

First Name	Last Name	Licence Number	Expiration Date
Amor	Lucero	S024668	7/17/2027
Angelic	Hatchel	537198	12/13/2026
Caroline	Nash	229707	2/15/2027
Christopher	Padilla	S159148	05/31/2028
Cody	Ulibarri	S156459	03/13/2028
Constance	Perez	542056	04/16/2027
Cori	Bobbett	334369	4/3/2027
Elizabeth	Jaques	S097231	1/17/2029
Devin	Wheeler	S145873	08/23/2027
Enrique	Salazar	395292	08/13/2027
Eric	Venegas	540824	3/28/2027
Everest	Henze	540824	03/28/2027
Gabriel	Karns	S144973	07/22/2027
Gianne	Gomez	S053589	10/17/2027
Glenn	Hatchel	S172131	2/27/2029
Jacqualine	Hatchel	S097200	11/21/2028
Jennie	Lury	S155078	02/26/2028
Joshua	Yount	S160697	06/13/2028
Kayla	Caldwell	S160514	06/09/2028
Kayla	Wolf	S098489	10/23/2028
Maryann	Romero	158117	04/12/2028
Nikki	Lovelady	S077033	06/08/2027
Paris	Rubio	355776	4/18/2027
Spencer	Stroud	537351	12/23/2026
Susan	Crowley	S113502	04/26/2029
Victoria	Henderson	387617	8/29/2026


Emergency Exits
Entrance
Exit
Security - 11 total, 2 at exit, 4 at entrance, 1 at each emergency exit, 3 roaming
Permeter is 6ft baseball fencing
20x40 tent
BAR
Measure
Click points on the map to measure distances and area
Perimeter
582 ft
Area
13,895 ft²
Advanced measurements
Elevation estimate
Min: 2,141.71 m | Median: 2,142.5 m | Max: 2,143.33 m
Save to project

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2026

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).

PRODUCER
AssuredPartners Colorado dba Bespoke Insurance Solutions LLC
4582 S. Ulster St., Suite 600
Denver, CO 80237

CONTACT NAME:
PHONE (A/C, No, Ext): 303-863-7788 FAX (A/C, No): 303-861-7502
E-MAIL ADDRESS: APCOI@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Co	13021
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SANTFEB-01
Santa Fe Brewing Company
PO BOX 29773
Santa Fe, NM 87592

COVERAGES **CERTIFICATE NUMBER:** 25282616 **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	X COMMERCIAL GENERAL LIABILITY			10021547033	2/27/2026	2/27/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			10072129654	2/27/2026	2/27/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			10056994652	2/27/2026	2/27/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Leased & Rented Equipment			10021547033	2/27/2026	2/27/2027	Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER(S):
BRIAN LOCK
JENNIFER LOCK

Certificate holder is recognized as additional insured, when required by written contract.

Event name: Zozobra
Date: September 2nd - 5th

CERTIFICATE HOLDER

Kiwanis Club of Santa Fe, New Mexico
Santa Fe Downtown Kiwanis Foundation
PO Box 622
Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BEVERAGE ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following coverage is added to **SECTION I - COVERAGES** :
PRODUCT RECALL EXPENSE COVERAGE

1. **Insuring Agreement**
   a. We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
   b. We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

   The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE** .
2. **Exclusions**

   This insurance does not apply to "product recall expense" arising out of:
   a. Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
   b. Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
   c. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
   d. Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
   e. Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
   f. "Bodily injury" or "property damage".
   g. Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
   h. Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
   i. Legal fees or expenses.
   j. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
   k. "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
   l. "Product recall expense" arising from the "product recall" of any of "your products" on or after the designated shelf life has expired.

B. For the purposes of this endorsement, **SECTION II - WHO IS AN INSURED** is amended as follows:

1. The following is added to Paragraph **1. in SECTION II -WHO IS AN INSURED:**
   f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity.

      However:
      (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
      (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.
2. With respect to your "employees" who occupy positions which are supervisory in nature, Paragraph **2.a.(1)** at **SECTION II - WHO IS AN INSURED** is replaced by the following :

   (1) "Bodily injury" or "personal and advertising injury":
   (a) To you to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or

(b) For which there is any obligation to share damage with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above.

A position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

3. Paragraph **3.a.** is replaced by the following:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

4. The following paragraphs are added at **SECTION II - WHO IS AN INSURED:**

   Additional Insured - Vendors

   a. Any person(s) or organization(s) (referred to throughout this additional coverage as "vendor"), but only with respect to liability for "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your "products" which are distributed or sold in the regular course of the "vendor's" business is an insured.

   However:

   (1) The insurance afforded to such "vendor" only applies to the extent permitted by law; and

   (2) If coverage provided to the "vendor" is required by a contract or agreement, the insurance afforded to such "vendor" will not be broader than that which you are required by the contract or agreement to provide for such "vendor".

   b. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:

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

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

   (b) Any express warranty unauthorized by you;

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

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

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

   (f) Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;

   (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor".

   (h) "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf.

   However, this exclusion does not apply to:

   i. The exceptions contained in Paragraphs **b.(1)(d) or b.(1)(f)**; or

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

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

   c. "Vendor" with respect to **Additional Insured - Vendors** means any person(s) or organization(s) who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person(s) or organization(s) as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

Additional Insured - Managers or Lessors of Premises

Any person(s) or organization(s), but only with respect to liability for "bodily injury", "property damage" or "personal injury" and "advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However:

a. The insurance provided to such additional insured only applies to the extent permitted by law; and

b. 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.

C. For the purposes of this endorsement the following is added to **SECTION III - LIMITS OF INSURANCE**:

1. With respect to the insurance afforded to additional insureds referenced in **SECTION II - WHO IS AN INSURED** of this endorsement, the following is added:

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

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. With respect to **PRODUCT RECALL EXPENSE COVERAGE** the limits are as follows:

Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expense" which is in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

D. For the purposes of this endorsement the following changes are made to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

1. With respect to a person afforded status by Paragraph **1.f. in SECTION II - WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1)(a)** is replaced by the following:
   (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.
2. The following is added at **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**
   Product Recall Expense Conditions
   In event of a "product recall", you must:
   a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
   b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
   c. If requested, permit us to question you under oath at such time as may be reasonable required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
   d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
   e. Cooperate with us in the investigation or settlement of any claim.
   f. Assist us upon our request, in the enforcement of any rights against any person(s) or organization(s) which may be liable to you because of loss to which this insurance applies.
3. **Blanket Waiver Of Subrogation**
   We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

E. The following definitions are added for this endorsement only at **SECTION V - DEFINITIONS** :

"Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

"Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage;

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you;

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire;

d. Transportation and accommodation expense incurred by your employees;

e. Rental expense incurred for temporary locations used to store recalled products;

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products;

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

