

CARMICHAEL RECREATION AND PARK DISTRICT (CRPD)
PERMIT/FACILITY USE AGREEMENT
INDEMNIFICATION, INSURANCE, AND RELATED REQUIREMENTS

A. INDEMNIFICATION

1. The **RENTER** shall indemnify, defend, and hold harmless **CRPD the County of Sacramento**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **RENTER's** use or occupancy of a facility or property controlled by the **CRPD** unless solely caused by the gross negligence or willful misconduct of **CRPD**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **RENTER** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name **CRPD and the County of Sacramento**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **RENTER** shall file certificates of such insurance with the **CRPD**, which shall be endorsed to provide thirty (30) days' notice to the **CRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **CRPD** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **CRPD's** self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion

of other coverage, or a waiver of any type. If the **RENTER** maintains higher limits than the minimums shown above, the **CRPD** requires and shall be entitled to coverage for the higher limits maintained by the **RENTER**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **CRPD**.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **RENTER** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **RENTER** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **RENTER** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. **CRPD** reserves the right to immediately revoke **RENTER**'s right to use of the facility under this agreement should **RENTER** fail to comply with any provision of this section.

D. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **CRPD** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **RENTER** waives any right of recovery against **CRPD** and the **RENTER** shall not charge results of "acts of God" to **CRPD**, its officers, employees, or agents.