

GENERAL USE / FACILITY RENTAL AGREEMENT

1. Indemnification

The (RENTER) shall indemnify, defend, and hold harmless the Feather River Recreation and Park District, 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 Feather River Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of the Feather River Recreation and Park District, its officers, employees, or agents.

2. Insurance Requirements

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.

Such insurance shall name the Feather River Recreation and Park District, 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 Feather River Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Feather River Recreation and Park District 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 Feather River Recreation and Park District may deny access to the facility.

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 Feather River Recreation and Park District's self-insurance pool.

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 Feather River Recreation and Park District 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 the Feather River Recreation and Park District.

3. Inspection and use of premises

Prior to each and every use of the Premises, (RENTER) shall conduct a thorough inspection of the Premises, to confirm the conditions of the Premises are acceptable to (RENTER) and that the conditions of the Premises are safe for the use intended by (RENTER.)

(RENTER) shall immediately notify the Feather River Recreation and Park District of any condition(s) deemed by (RENTER) to pose a risk of injury to persons using the Premises. (RENTER)'s use of the Premises, with or without the inspection required herein, shall be deemed (RENTER)'s acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

4. Waiver of Subrogation

The (RENTER)'s General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Feather River Recreation and Park District. The (RENTER)'s insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

5. Primary and Noncontributory

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Volunteers, and Employees. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

6. Compliance with all Applicable Law, Rules & Regulations.

A (RENTER) shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

The (RENTER) agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

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.

The Feather River Recreation and Park District 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.

7. Force Majeure

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Feather River Recreation and Park District 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 the Feather River Recreation and Park District and the (RENTER) shall not charge results of “acts of God” to the Feather River Recreation and Park District, its officers, employees, or agents.

8. Insurance Standards for Rentals

A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Feather River Recreation and Park District at least ten (10) business days prior to the permit date.

The Certificate Holder and Name of Additional Insured sections must read as follows:

**Feather River Recreation and Park District,
Its Directors, Officers, Agents, Volunteers, and Employees
1200 Myers Street, Oroville, CA 95965**

An Additional Insured Endorsement is required because Certificates of Liability Insurance alone do not protect the additional insured.

Certificates must include policy number, insured name, effective dates, and facility location.

Coverage must be occurrence-based, not claims-made.

- Minimum limits:
 - \$1,000,000.00 per occurrence
 - \$2,000,000.00 general aggregate
 - \$1,000,000.00 automobile
 - \$1,000,000.00 personal & advertising injury
 - \$1,000,000.00 products/completed operations
 - \$1,000,000.00 sexual abuse & molestation
- No blanket endorsements accepted.

(RENTER) shall provide Certificates of insurance and endorsements prior to occupancy and upon renewal. Failure to maintain required insurance constitutes a material breach of this Agreement.

Signature (RENTER)

Printed Name: _____

Signature: _____

Date: _____