MID Parks & Recreation Department
FACILITIES USE AGREEMENT

1. Applicant: _____

2. Address: _____

3. Applicant hereby requests approval to use the following described facilities belonging to Merced Irrigation District:

   _____

   _____

4. Purpose: _____

   _____

5. Date(s) of Use: _____

6. Fee: $100 _____

7. To the fullest extent permitted by law, Applicant agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Merced Irrigation District's facilities, except for any such claims arising out of the sole negligence or willful misconduct of the Merced Irrigation District or its directors, officers, employees, or authorized volunteers. Applicant agrees to defend, hold harmless, and indemnify the Merced Irrigation District, its directors, officers, employees, or authorized volunteers against any and all such injuries, damages, and claims. This indemnification agreement shall not be restricted to any insurance proceeds.

8. Applicant shall provide and maintain general liability insurance with limits of at least one million dollars ($1,000,000) per occurrence ($2,000,000 general aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the Applicant's obligations in provision 7. Coverage shall not be limited in any way with respect to host liquor liability coverage. The general liability coverage shall give the Merced Irrigation District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2026 or equivalent. Applicant shall provide the Merced Irrigation District with a certificate of insurance and additional insured endorsement before scheduled use. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Merced Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Merced Irrigation District.

9. Applicant shall insure, or be a qualified self-insured, with respect to the applicable laws relating to workers' compensation coverage (California Labor Code Section 3700), all of Applicant's employees working on or about the Merced Irrigation District's facilities. Applicant shall provide the Merced Irrigation District with a certificate of Workers' Compensation and Employer's Liability insurance coverage to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Merced Irrigation District. The employer's liability limit shall be no less than $1,000,000 each accident or disease.

10. If any of the above coverage expire during the term of this agreement, the Applicant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Merced Irrigation District at least ten (10) days prior to the expiration date.

By: _____ _____
(Merced Irrigation District Authorized Representative) (Title)

Date: _____

By: _____ _____
(Applicant Authorized Representative) (Title)

Date: _____