

FACILITY USE INSURANCE AND INDEMNIFICATION AGREEMENT

PLEASE COMPLETE THE YELLOW HIGHLIGHTED AREAS AND SIGN PAGE #4

The following is an agreement between THE CITY OF CASTLE ROCK, A Washington municipal corporation ("CITY") and _____

("FACILITY USER"), dated this _____ day of _____, 20____.

FACILITY USER has permission to use the following CITY owned or controlled facilities: _____

from _____ (time), _____ (date) to _____ (time),

_____ (date) for the following purpose: _____

Contacts: Points of Contact for the parties are as follows (include a cell phone number for emergency use):

For the CITY: Name: David Vorse, Public Works Director
 Address: 360 A Street SW/P.O. Box 370
 Castle Rock, WA 98611
 E-mail: crpwd@ci.castle-rock.wa.us
 Phone: 360/274-7479 ext 791
 Cell phone: 360/751-7479

For the FACILITY USER: Name of Organization:
 Contact Name:
 Mailing Address:
 E-mail:
 Phone:
 Cell phone:

Insurance. FACILITY USER shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the

Agreement term or as long as Facility User remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits or not less than \$1,000,000, per occurrence, \$2,000,000 annual aggregate. The listed purposes shall not be excluded from the commercial general liability policy. The FACILITY USER'S insurance shall be primary and written on an "occurrence form", with a company that is "A VII" rated or better, and licensed to do business in the State of Washington. CITY shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to CITY. FACILITY USER shall provide CITY with a certificate or certificates of such insurance within ten (10) days of the execution of this Agreement.

Agreement to Indemnify. FACILITY USER shall indemnify, defend, and hold harmless CITY from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Facility by FACILITY USER, its agents, servants, employees or invitees. In the event of any claims made or suits filed against CITY, the CITY may, at its option, require the FACILITY USER to resist or defend such action or proceeding at the FACILITY USER'S own cost and expense by counsel reasonably satisfactory to the CITY.

Other Conditions to Use of Facility.

a. Upon completion of use, FACILITY USER shall restore the facility to the condition it was in prior to the subject use, including, but not limited to, (1) removal of all trash and debris within ____ hours of the completion of the use and (2) removal of all FACILITY USER, its agents, servants, employees or invitees property within ____ hours of the completion of the use.

b. FACILITY USER shall ____/shall not ____ be required to provide a bond for the benefit of the CITY in the amount of \$_____, to ensure FACILITY USER'S compliance with these terms. Such bond shall be required no later than _____, prior to the subject use.

c. FACILITY USER shall ensure that it, its agents, servants, employees or invitees shall comply with all laws and regulations during the subject event.

d. CITY reserves the right to revoke this permission for any reason at its sole discretion.

e. Other: _____

Miscellaneous.

a. Relationship of the Parties. No agent, official, employee, servant, or representative of one party shall be deemed an officer, employee, agent, servant or representative of another party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agent, employees, servants or representatives. This Agreement shall not be construed to be a joint venture.

b. Waiver. No waiver or any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

c. Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

d. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes all prior communications and proposals, whether electronic, oral, or written between parties with respect to this Agreement.

e. Modification. This Agreement may not be modified, except in writing, prior to the effect of the modification, and signed by authorized representatives of the parties.

f. Assignment. No party shall assign this Agreement, or any part hereof, without the prior written consent of the other party. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

g. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protections and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provisions of this Agreement.

h. Attorney Fees. In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to be reimbursed for its reasonable attorneys fees and legal costs by the non-prevailing party.

i. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be in a court of appropriate jurisdiction in Cowlitz County, Washington.

j. Authority. The undersigned personally warrant that they are authorized to sign for the indicated party for the purposes of this Agreement.

For CITY:

For FACILITY USER:

Name: David Vorse
Title: Public Works Director

Name (Print):
Title: