



## INSURANCE

Application for use of the facility shall be accompanied by an assurance that if the application is approved, the applicant shall, at all time of the receipt of said application, deliver to the City evidence of general liability insurance, including an additional insured endorsement:

General liability insurance. Applicant shall maintain 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. The City of Temple City, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

Primary/non-contributing. Coverage provided by Applicant shall be primary and any insurance or self-insurance procured or maintained by the City of Temple City shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of Temple City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

Acceptable insurers. 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 City's Risk Manager.

Requirements not limiting. 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 Applicant maintains higher limits than the minimums shown above, the City of Temple City requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Temple City.

## INDEMNIFICATION

Applicant shall indemnify, defend, and hold harmless Agency, 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 during and/or arising out of or in any way connected with Applicant's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Temple City, its officers, employees, or agents.

## AGREEMENT

I declare under penalty of perjury that the information contained herein is true and correct to the best of my knowledge and belief. As a condition for the issuance of the permit applied for, I agree to submit any additional information that may be required; conduct all phases of this business in accordance with regulations established for such business and to maintain all personnel, vehicles, and/or equipment that may be in connection therewith, in conformance with all applicable laws, ordinances and regulations.

The undersigned hereby agree(s) that we shall be personally and financially responsible on behalf of our organization, for all destruction of, damage to, or unnecessary about of City buildings, grounds, or equipment in any way arising out of the use of occupancy thereof by your organization. We agree to abide by and enforce all applicable laws, rules and regulations governing the use of City buildings, grounds and equipment.

The undersigned certifies that City grounds, facilities or equipment will not be used for any unlawful activity, that alcoholic beverages or narcotics will not be brought onto or consumed and/or used on city property, and that all provisions of the Municipal Code will be upheld. It is also understood that the City reserves the right of full access to all meetings and activities at any time during their occurrence to see that all rules, regulations and City/State laws are not violated.

I hereby certify that I have read and will abide by all rules and regulations of the City.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CANCELLATION POLICY FOR FACILITY RENTALS

Reservations may be cancelled by applicant and all fees and deposit returned up to 30 calendar days prior to the event less a \$10 cancellation fee. One half of the rental fees will be retained if reservations are cancelled 29-7 calendar days prior to the event. All fees and deposit will be retained if reservations are cancelled less than 7 calendar days prior to the event.

Deposit refunds will coincide with City's bill cut-off schedule. Refunds to be returned in same manner as payments submitted. All cash payment shall be returned in the form of a city issued check.