



**EASTERN MUNICIPAL WATER DISTRICT
FACILITIES USE AGREEMENT**

Eastern Municipal Water District (EMWD), desires to allow community groups or organizations, which benefit the communities we serve, to utilize EMWD’s facilities without charge. This Facility Use Agreement has been developed to protect EMWD from risk exposure and incurred expenses to its rate payers.

The person signing this agreement and the organization on whose behalf the EMWD facility is being used (collectively the “Applicant”) are responsible for compliance with this agreement. All Applicants are required to read and sign the “Facilities Use Agreement”, as a condition of use. Please read carefully, fill out the Applicant Information and Event sections, provide requested documents, and sign in the signature block at the end of this agreement.

APPLICANT INFORMATION

Name: _____ Application Date: _____	
Last	First
Address: _____ City: _____ State: _____ Zip: _____	
Daytime Phone: () _____--_____ Message Phone: () _____--_____	
Please check one: <input type="checkbox"/> Organization <input type="checkbox"/> Non-Profit	
If representing an Organization or Non-Profit, please complete the following:	
Name of Organization: _____ Purpose of Organization: _____	
Address: _____ City: _____ State: _____ Zip: _____	
Applicant’s Relation to Organization: _____ Person in Charge: _____	
Phone Number for Person in Charge: () _____--_____	
IRS No. (Non-Profit): _____ E-mail of Applicant: _____	
EVENT INFORMATION	
Description of Event: _____ Event Date: _____	
Time Event Begins (including set-up): _____ Time Event Ends (including clean-up): _____	
Estimated Attendance: # Adults _____ # Youth _____ Total Attendance: _____	
Open to Public? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will food be served? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, County Health Permit may be required.</i>	

1. To the fullest extent permitted by law, Applicant agrees to be solely responsible for any and all injuries, damages, incurred clean-up expenses, and claims to persons or property arising out of its use of EMWD's facilities, except for any such claims arising out of the sole negligence or willful misconduct of EMWD or its directors, officers, employees, or authorized volunteers. Applicant agrees to protect, defend, hold harmless, and indemnify EMWD, its directors, officers, employees, and authorized volunteers against any and all such injuries, damages, and claims. This indemnification agreement shall not be restricted to insurance forms of protection only.
2. Applicant shall provide and maintain general liability insurance with limits of at least two million dollars (\$2,000,000) per occurrence (\$4,000,000 general aggregate) 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 1. The general liability coverage shall give EMWD, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2026 or equivalent. The applicant shall provide EMWD 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 EMWD, 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 EMWD.
3. 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 EMWD's facilities. Applicant shall provide EMWD 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 EMWD. The employer's liability limit shall be no less than \$1,000,000 each accident or disease.
4. If any of the above coverage expires during the term of this agreement, the Applicant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to EMWD at least ten (10) days prior to the expiration date.
5. As a condition of use of EMWD's facilities, EMWD does not allow the organization or facility user to serve or allow the use of any form of alcoholic beverages.
6. As a condition of use of EMWD's facilities, EMWD does not allow the organization or facility user to charge attendees for attendance at events or classes. An exception can be made for use by Community Colleges and Universities that are community based and recognized by the State of California as an accredited college or university.

By: _____
 (Safety, Risk and Emergency Management Representative) (Title)

Date: _____

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

Date: _____