



Parking Division, Community Services Department
340 Tyler Street, Monterey, California 93940
www.monterey.org/parking (831) 646-3953
**RELEASE OF LIABILITY, INDEMNITY AND HOLD HARMLESS
Parking Lot Use**

USER NAME: _____ (hereinafter referred to as USERS)

LOCATION: _____ (hereinafter referred to as Property)

EVENT TYPE AND NAME: _____

DATES AND TIMES OF USE _____

This is an Agreement between the City of Monterey, a California municipal corporation (hereinafter referred to as "MONTEREY") and USER NAME, (hereinafter referred to as USERS) relating to USERS' planned use of the LOCATION (hereinafter referred to as Property) for the EVENT TYPE AND NAME on DATES OF USE.

NOW, THEREFORE, in consideration of the premises set forth above and the parties' mutual covenants, agreements, representations and warranties as set forth herein, the parties agree as follows:

MONTEREY hereby grants USERS permission to utilize the Property on the dates/times and only for the purpose(s) set forth above. USERS shall be solely responsible for management and control of all operations related to the Event, and shall be fully responsible for determining the applicability of, and obtaining all necessary permits and for making arrangements with the City of Monterey for necessary traffic control and security associated with the Event.

USERS agree to maintain the Property in a neat, clean and safe condition during the Event and further agrees to remove by _____ TIME and _____ DATE, any and all debris, trash, USERS' equipment, and other materials brought onto the Property by USERS or their guests, agent and invitees.

USERS accept the condition of the Property on an "AS IS, WHERE IS, WITH ALL FAULTS" basis and further understand and acknowledge that MONTEREY will make no inspection of the Property immediately prior to the Event, and makes no representations, warranties (including any warranty of suitability for intended purpose), guarantees, or statements of any kind or nature regarding the condition of the Property. USERS understand and acknowledge that MONTEREY makes no representations, warranties, guarantees, or statements of any kind or nature regarding the condition of the Property.

In consideration for allowing USERS to utilize the Property, USERS agree to release, indemnify, investigate, defend (at USERS' sole cost and expense and with legal counsel reasonably approved by MONTEREY), protect and hold harmless MONTEREY and its respective managers, officers, agents, representatives and employees, from and against any and all claims, demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs and expenses or liability of any kind or nature (including without limitation reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs) of every kind or nature arising out of or in connection with or relating to any activities of USERS (or USERS' consultants, contractors, employees, representatives or agents) conducted under this Agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of MONTEREY, except for those claims which arise out of the sole negligence or willful misconduct of MONTEREY.

Notwithstanding the provisions of the above paragraph, USERS agree to assume all risk, and to indemnify and hold harmless MONTEREY from and against any and all claims, demands, defense costs, liability, expense, or damages or any kind or nature arising out of or in connection with damage to or loss of any property belonging to, or injury or death to, USERS or USERS employees, agents, contractors, representatives, patrons, guests or invitees.

USERS further agree to indemnify MONTEREY for damage to or loss of MONTEREY property arising out of or in connection with USERS' activities associated with this agreement or arising out of any act or omission of USERS or any of USERS' employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the sole negligence or willful misconduct of MONTEREY.

Without altering or limiting USERS' duty to indemnify, USERS shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, spectators, pollution, property damage, products, and completed operations with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Commercial automobile liability insurance covering all automobiles and motorcycles, including owned, leased, non owned, and hired automobiles and motorcycles, used in providing services at or for the event, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Workers' Compensation Insurance. If USERS employ others in the performance of this Agreement, USERS shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 et seq.

All insurance required under this Agreement must be written by an insurance company that is either admitted to do business in California with a current A.M. Best rating of no less than A:VI; or with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

The general liability and auto policies shall provide an endorsement naming MONTEREY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent; provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by MONTEREY, contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 and provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

Prior to the subject event, USERS shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with MONTEREY's Risk Management Office. USERS shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

Neither the insurance requirements hereunder, nor acceptance or approval of USERS insurance, nor whether any claims are covered under any insurance, shall in any way modify or change USERS' obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, USERS are financially liable for its indemnification obligations under this Agreement.

Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey.

EXECUTED on _____, in Monterey, California

USER (Contracting Party Signature)

City of Monterey

by: _____

by: _____

Print User Name and Title

Print Name
