

**TULARE COUNTY MOU / USE AGREEMENT  
REQUEST FORM**

1.-Requestor \_\_\_\_\_ 2 -Contact Person \_\_\_\_\_

3 - Contact Phone Number \_\_\_\_\_ 4 -E-mail Address \_\_\_\_\_

5 -FAX Number \_\_\_\_\_ 6 - Address \_\_\_\_\_

7 - Date Needed: \_\_\_\_\_ 8 -Start Time: \_\_\_\_\_ 9 - Conclusion Time: \_\_\_\_\_

10 - Building Name/Address: \_\_\_\_\_

11 - Purpose (Provide Summary) \_\_\_\_\_ 12 - Check one  Training  Meeting

13 - Speaker/Presenter Name(s) (A bio may be requested.): \_\_\_\_\_

14 - Number of Attendees Expected: \_\_\_\_\_ 15 - Number of Rooms Needed: \_\_\_\_\_

(User is responsible for set-up of room/equipment and replacing all chairs and tables, and/or other facility equipment, to their original locations or a \$50.00 hour cleaning fee will be charged.)

Requestor Check Need:  \*\*Ongoing Event  One Time Event

County Requirements:  Event Insurance  \*Event Security  Department Permission

Refreshments & Alcoholic beverages are prohibited, smoking permitted in outside designated areas only. Rooms must be left clean and neat by user. All trash must be disposed of in the trash receptacles that are provided.

Damages to County facilities during the course of the event will be the users financial responsibility.

Annual agreements expire in December 31st of the year issued and must be resubmitted if your event continues.

\*If required by the County as a condition of use, the user will be responsible for the costs.

\*\* List additional dates here.

16 - Signed Requestor: \_\_\_\_\_ Title: \_\_\_\_\_

Date and Time of Request: \_\_\_\_\_

PLEASE NOTE: With permission to use a County of Tulare facility, you as the signed requestor are personally responsible for any damages or charges for repairs/cleaning to County of Tulare property that might arise as a result of the event. The County is not responsible for the loss/damages to persons or personal property as a result of attendance to your approved event(s). The County reserves the right to use the facilities for County purposes even if purpose conflicts with your scheduled event. We will make every effort to contact you in advance if a conflict arises.

Approved by Department: \_\_\_\_\_

Approved by Risk Management: \_\_\_\_\_

Approved by General Services Property Management: \_\_\_\_\_

## LEASES WITH COUNTY AS LESSOR INSURANCE REQUIREMENTS

LESSEE shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LESSEE, his agents, representatives, employees and subcontractors, if applicable.

### A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance against all risks of loss on all real property being leased, that the COUNTY owns, including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

### B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The General Liability and Property Insurance policies must be endorsed and endorsements must be provided to COUNTY reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations in the form of an endorsement to the Lessee's policy at least as broad as ISO CG 20 10.*
  - b. *For claims related to this lease, the LESSEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.*
  - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*
  - d. *LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LESSEE, its employees, agents and subcontractors. LESSEE waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LESSEE shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.