

**City of Kodiak
Parks and Recreation Department**

**FACILITY USE AGREEMENT AND INSURANCE REQUIREMENTS
FOR USE OF CITY PARKS**

INDEMNIFY/HOLDHARMLESS AGREEMENT

To the fullest extent permitted by law, _____ agrees to defend, indemnify and hold harmless the City of Kodiak, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with the use of **Baranof Park Track**.

SIGNED: _____ **DATE:** _____

INSURANCE REQUIREMENTS

The facility user, _____, shall not commence with use of **Baranof Park Track** a City facility, until the user has obtained the insurance required under this agreement. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Kodiak.

- 1) **General Liability Insurance:** The user shall procure and maintain during the life of this agreement, general liability insurance on an "occurrence basis" with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- 2) **Additional Insured:** General liability Insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be **Additional Insured:** The City of Kodiak, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage be primary, contributing or excess.

- 5) **Cancellation Notice:** General liability insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Manager, City of Kodiak, P.O. Box 1397, Kodiak, Alaska 99615.
- 6) **Proof of insurance coverage:** The facility user shall provide to the City of Kodiak at the time the agreement is presented to them for execution, Certificates of Insurance and/or policies, acceptable to the City of Kodiak, as listed below:
 - a. Certificate of Insurance for General Liability Insurance
 - b. Certificate of Insurance for Vehicle Liability Insurance
 - c. Certificate of Insurance for Workers Compensation Insurance

SIGNED: _____ **DATE:** _____

APPROVAL: THE CITY OF KODIAK

APPROVED BY _____ DATE: _____

**CITY OF KODIAK
FACILITY USE APPLICATION**

NAME OF APPLICANT: _____ PHONE _____

ADDRESS/CITY/STATE/ZIP: _____

ORGANIZATION: _____

ORGANIZATION ADDRESS: _____

NAME AND LOCATION OF FACILITY TO BE USED: _____

DESCRIBE ALL ACTIVITIES THAT WILL TAKE PLACE IN CONJUNCTION WITH THE USE
OF THIS FACILITY: _____

HOW LONG DO YOU INTEND TO USE THIS FACILITY? _____ DATES: _____

APPROXIMATE NO. OF ATTENDEE'S: _____

EXPLAIN HOW GROUP (S) ARE ORGANIZED AND SUPERVISED TO ENSURE ORDER AND
SAFETY: _____

DESCRIBE SAFETY MEASURES/EQUIPMENT THAT WILL BE USED TO SAFEGUARD THE
ATTENDEES: _____

APPLICANT'S SIGNATURE: _____ **DATE:** _____