

Short-Term, Intermediate, & Event Space Usage Agreement

Organization Name (“Organizer”): _____
 Requester: _____ Title: _____
 Date: _____ Email: _____
 Phone: _____
 Address: _____ Zip: _____

Meeting/Event Information

Name of Meeting: _____ Estimated attendance: _____
 Event Date: _____ Time: _____
 Target Audience or Participants: _____

Description of Activity: _____

Martin Luther King, Jr. Community Center 2922 MLK Boulevard, Dallas, Texas 75215	West Dallas Multipurpose Center 2828 Fish Trap Road, Dallas, TX 75212
<input type="checkbox"/> Foyer	<input type="checkbox"/> Atrium
<input type="checkbox"/> Computer Lab	<input type="checkbox"/> Computer Lab
<input type="checkbox"/> Activity Room #1	<input type="checkbox"/> Activity Room #1
<input type="checkbox"/> Activity Room #2	<input type="checkbox"/> Activity Room #2
<input type="checkbox"/> Activity Room #3	<input type="checkbox"/> Kitchen
<input type="checkbox"/> Break Room	<input type="checkbox"/> Small Conf Room
<input type="checkbox"/> Outdoor Areas (Statue, Distribution, Stage/Grass,)	<input type="checkbox"/> Large Conf Room
<input type="checkbox"/> Parking Lot (If drive-thru, must submit route)	<input type="checkbox"/> Outdoor Area (Gazebo)
	<input type="checkbox"/> Parking Lot (If drive-thru, must submit route)

City & Center staff reserves the right to cancel any room/space reservation at any time*

1. **INDEMNITY: USER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COST AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY USER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY OTHER NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF USER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF THE USER AND THE CITY, RESPONSIBILITY AND LIABILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS USE AGREEMENT.**

2. **Insurance Requirements**

a. User shall procure, pay for, and maintain, and require its subcontractors to procure, pay for and maintain, during the term of this Agreement, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in **Exhibit B**, attached to and made a part of this Agreement.

3. **Governing Law/Venue**

a. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

b. The obligations of the parties to this Agreement shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.

I hereby state that I understand and agree to all Community Center policies governing use of meeting rooms. Organizer is responsible for any injury or damage to persons or property.

Authorized Signature _____ Print Name _____

Date _____

FOR CITY USE ONLY

OCC: Approved Rejected Name _____ Date _____

Signature _____ Date _____

INSURANCE REQUIREMENTS

SECTION A.

LICENSEE shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to each policy, where applicable, and thus will be entitled to notice of cancellation, of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the work performed by LICENSEE and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. LICENSEE shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or LICENSEE).

SECTION C. REQUIRED PROVISIONS

LICENSEE agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
 - (i) MGT-Office of Community Care, Attention: Jamel Slaughter, 6BN City Hall, Dallas, Texas 75201 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to LICENSEE'S right to maintain reasonable deductibles, LICENSEE shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at LICENSEE'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**

INSURANCE Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident
Bodily Injury by Disease: \$100,000.00 Each Employee
Bodily Injury by Disease: \$500,000.00 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non- payment of premium.
- c) Provide that LICENSEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTE:

- i. If LICENSEE is a non-subscriber or is self-insured, LICENSEE shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$500,000.00 per occurrence, \$1,000,000.00 products/completed operations aggregate, \$1,000,000.00 general aggregate

The policy shall include:

- a) Intended or expected acts in the protection of persons or property.
- b) An endorsement naming the City of Dallas its officers, employees and elected representatives as additional insureds.
- c) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non- payment of premium.
- e) Provide that LICENSEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- f) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the LICENSEE, the LICENSEE shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name LICENSEE as an additional insured.

(2) LICENSEE shall obtain and monitor the certificates of insurance from each Subcontractor. LICENSEE must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION F. LICENSEE LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by LICENSEE or its subcontractors shall not relieve LICENSEE of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate LICENSEE from liability.

SECTION G. INDEMNITY

LICENSEE agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by LICENSEE'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of LICENSEE, its officers, agents, employees, or subcontractors, in LICENSEE'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of LICENSEE and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

LICENSEE (COMPANY NAME): _____

BY: _____

Signature of Authorized Representative

NAME: _____

Name of Authorized Representative (please print)

DATE: _____