RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
RIGHT OF ENTRY

Proof of insurance must be provided on a *CERTIFICATE OF INSURANCE*. This document must be signed, a stamped signature will suffice. The *Additional Insured Endorsement* or section of the policy showing the City as an additional insured must accompany the *Certificate of Insurance.*

Insurance Required:	General Liability:	$1,000,000 per occurrence $2,000,000 aggregate
	*All deductibles or Self-Insured Retentions must be specifically listed on the certificate.	
Certificate Holder:	The Certificate Holder is "The City of Roseville, 311 Vernon St., Roseville, CA. 95678	
Additional Insured Required: ***The insurance policy may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible.***	The City of Roseville, its agents, offices and employees must be named as an additional insured on the policy. A separate endorsement (CG2012 preferred) or section of the policy indicating the City of Roseville is an additional insured must accompany the Certificate of Insurance. **A statement on the Certificate WILL NOT suffice.**	
Primary Insurance:	The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers	
Cancellation Notice:	The City requires a 30-day cancellation notice (10-day for non-payment)	
Questions:	If you have questions regarding insurance requirements you may contact the Risk Management Division at (916) 774-5202/Fax (916) 774-5461 or email: riskmanagement@roseville.ca.us	

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT FOR VOLUNTEER ACTIVITIES AFFECTING CITY PROPERTY

_____ ("PARTICIPANT") desires to enter certain property owned by the City of Roseville ("CITY") and to provide volunteers for the purposes of performing the following activity described as: _____("Activity"). A Volunteer Activity Description detailing the Activity is attached hereto and incorporated by reference. PARTICIPANT understands that there are certain risks and dangers related to this Activity, and hereby agrees as follows.

1. PARTICIPANT desires to enter the following property owned by CITY for purposes of performing the Activity located at:_____("Property"). CITY hereby grants PARTICIPANT and its employees, volunteers, contractors, consultants, and agents permission to enter upon and use the Property, as may be reasonably necessary in order to perform the Activity within the Property.

2. The right to enter the Property shall commence on _____ (date) and terminate on _____(date). However, the right to enter may be extended upon mutual written agreement of the parties. CITY may at its sole discretion terminate the right to enter at any time.

3. PARTICIPANT shall comply with the following terms and conditions:

   a. PARTICIPANT shall be responsible for all of the costs of any property damage resulting from the Activity.
   b. PARTICIPANT shall undertake all appropriate safety measures to protect public and volunteer safety during the Activity.
   c. PARTICIPANT shall be responsible for cleaning up and removing all trash, materials and equipment from the Property after completion of the Activity.
   d. PARTICIPANT shall restore the Property to original or better conditions to CITY's satisfaction after completion of the Activity.

4. PARTICIPANT agrees to maintain in full force and effect the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory:
Commercial General Liability	Bodily Injury: $1,000,000 each occurrence $2,000,000 aggregate Property Damage: $1,000,000 each occurrence Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile liability including endorsements for owned, hired and nonowned vehicles	Bodily Injury: $500,000 each occurrence $1,000,000 aggregate Property Damage: $100,000 each occurrence

PARTICIPANT shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of City, prior to undertaking the Activity hereunder. A separate endorsement form showing City, its officers, agents and employees named as additional insureds for General Liability shall also be provided. Such insurance shall specifically cover the contractual liability of the PARTICIPANT. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. Said certificates shall provide at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. PARTICIPANT shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the prior

approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PARTICIPANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. PARTICIPANT is aware of all the risks and dangers associated with participation in this Activity and voluntarily and knowingly assumes all risks in connection with this Activity, to the fullest extent allowed by law.

6. PARTICIPANT understands and agrees that any equipment which PARTICIPANT provides or may borrow or rent from CITY or any other sponsors/providers PARTICIPANT uses at its own risk. PARTICIPANT understands and agrees that CITY and any other sponsors/providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment and the CITY and any other sponsors/providers make no warranties of any kind regarding the equipment.

7. PARTICIPANT agrees to RELEASE, HOLD HARMLESS and INDEMNIFY CITY, any other sponsors/providers, and their employees, agents or contractors from any liability for death, injury or other loss or damage which may occur during or as a result of this Activity or during transportation to and from this Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence and whether or not caused by PARTICIPANT's volunteers, except for those matters arising for CITY's sole active negligence. PARTICIPANT understands that PARTICIPANT is accepting full financial and legal responsibility for the actions of its volunteers.

8. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie.

9. This is an integrated Agreement, and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as whole.

10. PARTICIPANT understands this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.

11. CITY reserves the right to photograph the Activity and participants for its own use. PARTICIPANT agrees to release any photo rights and understands that all photographs taken by CITY will remain the property of CITY.

12. BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO LEGALLY BIND PARTICIPANT. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT, AND THE UNDERSIGNED IS AWARE THAT BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS WAIVING CERTAIN LEGAL RIGHTS OF THE PARTICIPANT, INCLUDING THE RIGHT TO SUE.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager, and PARTICIPANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE:

BY: _____
City Manager

Date: _____

PARTICIPANT:

BY: _____
its: _____

and

BY: _____
its: _____

Date: _____

Attachment: Volunteer Activity Description