



DATE: _____

NAME, TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AGREEMENT FOR USE OF PROPERTY

In response to your recent request to use the Valley Metro property located at _____ (address) for your event beginning at _____ (time) AM/PM, until _____ (time) AM/PM on _____ (date), Valley Metro approves your request, subject to the following terms and conditions:

- A. The Organization will request, obtain and pay all permits and licenses (if any required) for the Event from the city of _____, Arizona, and shall furnish copies of same to Valley Metro prior to the event.
- B. To the fullest extent permitted by law, the Organization and its successors and assigns will defend, indemnify and hold harmless Valley Metro Rail, Inc. its members, Regional Public Transportation Authority, its members, employees, officers and directors from and against all allegations, demands, proceeding, suits, actions, claims, damages, losses, expenses, arising from or out of any negligent or willful acts, errors, or omissions of Organization, relating to the use of Valley Metro property as identified within this agreement.
- C. Indemnified Group – The following additional insured language must be included on the Certificate of Insurance (COI) and an additional insured endorsement is required.

“Valley Metro Rail, Inc. and its Members, Regional Public Transportation Authority and its Members and their respective, agents, officers, employees, and directors shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Organization.”
- D. The Organization will furnish Valley Metro a COI specifically for these events indicating, at a minimum, a general liability policy with combined limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, covering property damage and personal injury.
- E. The Organization will furnish Valley Metro a COI for automobile liability insurance with a limit of liability of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the Organization’s work and use of property under this agreement.



- F. All insurance policies carried shall include a waiver of any right of subrogation of the insurers thereunder in favor of Valley Metro, as allowed by law.
- G. The Organization will furnish Valley Metro a COI for workers' compensation insurance and employers' liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees working on or using Valley Metro property, located in the State of Arizona. The limits of liability for employers' liability coverage shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
- H. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Arizona. Any action of law, suit in equity or other judicial proceeding to enforce or construe this Agreement, respecting its alleged breach, shall be instituted only in the Circuit Court of Maricopa County, Phoenix, Arizona.
- I. Filming Guidelines: The Organization must follow all instructions given to them by Valley Metro's representative at the Event. The Light Rail System, Valley Metro and its customers may not be depicted in a manner that constitutes actionable defamation.
- J. Your countersigned copy of this letter, signifying acceptance of these conditions.
- K. Organization staff, volunteers, contractors, and vendors will return the site to its pre-existing condition by removing all trash, debris, if present.
- L. The Organization will be financially responsible for any damage done to Valley Metro property including any liability claims associated with the event.

Thank you for your request, and we wish you every success in your event.

Sincerely,

Accepted:

Valley Metro employee name

Authorized Official, Organization

Title: _____

Title: _____

cc: Ashley Groth, Valley Metro
Adrian Ruiz, Valley Metro