



Sonoma-Marín Area Rail Transit District
Special-Event Permit

_____ Date

SPECIAL-EVENT PERMIT

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT("Permitter") hereby permits _____ ("Permittee") to enter upon Permitter's property, according to the following conditions:

- 1. Subject to conditions and restrictions herein and attached hereto and made a part hereof, and conformance to all applicable laws, permission is hereby given to:

Name and Address of Organization:

Contact Person:

Telephone Number:

to:

- A. Use the premises located at: _____

_____ (as shown on Exhibit A).



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B. Solely for the purpose of:

C. On the following listed date or dates and times:

2. This Permit is issued pursuant to applicant's written request dated _____.
3. Permittee hereby agrees to assume all liability and obligation for, and to defend and indemnify and hold harmless Permitter, Sonoma-Marin Area Rail Transit District, its successors and assigns, any railroad company operating on Premises, and their respective directors, officers, employees, agents, and representatives from and against, any and all claims, demands, liability, actions, causes of action, damages, cost, and expense asserted by any person (whether or not a participant in Permittee's event or activity), firm or entity of any kind, direct or indirect, relating to or arising out of or in connection with the use, maintenance, operation or condition of Permitter's property or facilities, by Permittee, its agents, employees, representatives, independent contractors and invitees.

This agreement to defend and indemnify includes (but is not limited to) claims, demands, liability, causes of action, damages, cost, and expense:

- A. For personal injuries, mental or emotional distress, wrongful death, loss of consortium, loss of income, loss of earning power or capacity, any other pecuniary, economic, monetary, or financial damage of any kind, suffered by any person or entity whatsoever (hereinafter collectively "Injuries and Damages").
- B. For such Injuries and Damages suffered by any person or entity by reason of the relocation or redirection of activities from one location to another in order to accommodate Permittee's event or activity.



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- C. Whether or not there is negligence or other fault (including fault based on strict liability or the dangerous condition of property) of any person, firm, or entity (including without limitation, Permitter, its contractors, subcontractors, permittees, and licensees, members of the public, and any other person, firm, or entity, and the employees, agents, and representatives of any of the foregoing or of Permitter, whether or not connected with or participating in the event for which this Permit is issued), and whether or not the fault or negligence of any such person, firm, or entity is or is claimed or alleged to be the sole negligence of such person, firm, or entity, or concurrent negligence or fault.

Permittee's duty to defend Permitter shall include the duty to provide legal representation, at Permittee's sole expense, in any and all actions, suits, and other legal proceedings, and to pay any and all costs or expenses associated therewith, including, but not limited to, Permitter's own labor and administrative costs and expenses.

4. Permittee agrees that it has and will maintain insurance coverage as set forth below. Such insurance shall contain an endorsement including Permitter, Sonoma-Marin Area Rail Transit District, its successors and assigns, any railroad company operating on Premises, and their respective directors, officers, employees, and agents as additional named insureds. Such insurance shall also provide thirty (30) days notice of cancellation or any material change in coverage and shall contain an endorsement providing that such insurance is primary insurance. Permittee shall, prior to said event, cause its insurer(s) to deliver to Permitter the certificate(s) of such coverage.

- A. Personal Injury, Bodily Injury, and Property Damage Liability Insurance, including automobile and aircraft when applicable, covering all operations and activities with single limits of at least One Million Dollars (\$1,000,000) per occurrence, which insurance shall cover the obligations undertaken by Permittee under paragraph 3, above.

- B. Workers' Compensation Insurance as required by the laws of State of California.

If food or alcoholic beverages are to be served by persons other than Permitter's concessionaires, the policy shall include coverage of any claims founded upon the use of food or food products and liquor law liability with limits of at least One Million Dollars (\$1,000,000).

5. Permittee shall assure its activities do not interfere with freight or other ongoing operations on Permitter's property. In the event Permittee's activities come within 15 feet, measured horizontally, from centerline of any track on which trains may operate, or when any construction activities are in progress within such limits, regardless of elevation above or



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below track, Permittee is required to contact the railroad operator to determine if flag protection is necessary.

- 6. At Permittee's sole cost, shall maintain property in a neat, clean, and orderly condition at all times and shall at the termination or earlier revocation of this Permit, clean up and return the described area to a neat, clean, and orderly condition equal to or better than existed at the commencement of this Permit. No alterations of a lasting or permanent nature are authorized or permitted to Permitter's property or facilities.
- 7. Permittee hereby declares that it is an independent contractor, and agrees that nothing in this Permit shall be construed to make it an agent of, or a joint venturer with, Permitter.
- 8. This Permit shall not be assignable by Permittee without Permitter's prior written consent.
- 9. Permittee shall reimburse Permitter as applicable, for the full cost, including wages and fringe benefits of all Permitter's personnel needed to assist in the undertaking of activities proposed by Permittee. Permittee agrees to pay to Permitter the sum of Two Hundred Dollars (\$200.00) per day for use of Permitter's property.
- 10. Failure to comply with the terms and conditions of this Permit shall entitle Permitter, without waiver of any other remedies it may have in law or equity, to terminate this Permit without notice.

Issued by:

PERMITTOR: SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

750 Lindaro Street, Suite 200

San Rafael, CA 94901

Attention: Property Manager

Lillian Hames
General Manager

Date

Accepted By PERMITTEE:

Name/Organization
Rev. 1/20/09

Date



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EXHIBIT A