



**1567 Way to Grace
Pocatello, Idaho 83201
Phone: 208-235-7659
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USER INSURANCE REQUIREMENTS

All organizations, groups or other persons or entities that rent, lease or otherwise contract to use (“USER”) the Mountain View Event Center (“MEC”) for any commercial or recreational activity, including but not limited to games, practices, events, tournaments, instruction, camps, performances, markets, bazaars, fairs, exhibitions, displays or other permitted activities, are required to be insured and maintain the kinds and types of insurance that are approved by MEC and proven to be in force and effect during such time frames as required by MEC.

INSURANCE REQUIREMENTS.

USER shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the MEC facilities and the activities of the USER, its guests, invitees, spectators, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be commercial general liability type insurance providing coverage on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury. The coverage may be provided by a combination of underlying and umbrella coverage. If the USER maintains broader coverage and/or higher limits than the minimums shown above, the MEC requires and shall be entitled to the broader coverage and/or higher limits maintained by the USER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the MEC.

Property damage, bodily injury and personal & advertising injury liability limits shall be in the following amounts:

_____	\$1,000,000
_____	\$2,000,000
_____	\$5,000,000

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The MEC dba the Pocatello-Chubbuck Auditorium District and the Grace Evangelical Lutheran Congregation of Pocatello, Idaho, Inc., their officers, officials, employees, and volunteers are to be covered as additional insureds on the liability insurance policies with respect to liability arising out of the use of the facility.

Primary Coverage

For any claims related to this use, the USER's insurance coverage shall be primary and non-contributory insurance coverage. Any insurance or self-insurance maintained by ***The MEC, The Pocatello-Chubbuck Auditorium District and the Grace Evangelical Lutheran Congregation of Pocatello, Idaho, Inc., their officers, officials, employees, and volunteers*** shall be excess to the USER's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MEC.

Waiver of Subrogation

USER is notified that the rental agreement grants to ***The MEC, the Pocatello-Chubbuck Auditorium District and the Grace Evangelical Lutheran Congregation of Pocatello, Idaho, Inc., their officers, officials, employees, and volunteers*** a waiver of any right to subrogation which any CGL insurer of said USER may acquire against ***The MEC, the Pocatello-Chubbuck Auditorium District and the Grace Evangelical Lutheran Congregation of Pocatello, Idaho, Inc., their officers, officials, employees, and volunteers*** by virtue of the payment of any loss under such insurance. USER agrees to notify its insurer of this subrogation waiver and, if necessary, obtain any endorsement that may be necessary to enforce this waiver of subrogation, but this provision applies regardless of whether or not the USER has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the MEC.

Verification of Coverage

USER shall furnish the MEC with original certificates and amendatory endorsements proving the existence of coverage required by this clause. All certificates and endorsements are to be received and approved by the MEC at least five days before USER commences activities.

Liquor Liability

If USER will be supplying alcoholic beverages, the general commercial liability insurance shall include host liquor liability coverage. If USER is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If USER intends to sell alcohol either the USER or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Special Events Risks or Circumstances

The MEC reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

WORKERS' COMPENSATION INSURANCE

If USER has employees who will be involved in the use, USER shall provide proof that it has workers compensation insurance meeting Idaho minimum standards for all employees and contractors engaged by User for activities at the MEC.