



Emergency Shelter Permit Property Owner Affidavit

The undersigned, _____
(first and last name), hereby swear, certifies, and affirms that:

I am the owner and I have decision and signing authority power regarding matters at

(address of property).

I am aware and I approve of a temporary emergency shelter at

(address of property).

Indemnification and Insurance information:

INDEMNIFY AND HOLD HARMLESS. PERMITTEE/OWNER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by PERMITTEE/OWNER or any person directly or indirectly employed by or acting as agent for PERMITTEE/OWNER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of PERMITTEE/OWNER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve PERMITTEE/OWNER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

INSURANCE. PERMITTEE/OWNER promises to comply with the Insurance requirements as stated in Exhibit A

In signing this affidavit, I, as the property owner/authorized agent (circle one), have the full legal capacity to, and hereby do, authorize the filing of this application. I have read and agree to abide by the regulations and conditions of approval listed in this application. I understand that any misrepresentation of submitted data may invalidate any approval of this application. If the use is not operated in compliance with these regulations, the permit may be revoked by the Permit Administrator.

I declare under penalty of perjury that the foregoing is true and correct.
Executed this _____ day of _____, 20____.

Property Owner Signature

Additional co-owners' signatures (if applies)

Property Owner Name

Property Owner Signature

Property Owner Name

Property Owner Signature

Property Owner Name

Property Owner Signature



EXHIBIT A

INSURANCE REQUIREMENTS FOR EMERGENCY SHELTER, SAFE PARKING and FOOD SHARING

The Permittee shall procure and maintain for the duration of a valid permit insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the activities of Permittee, its agents, representatives, employees, or sub-renters. The cost of such insurance shall be the sole responsibility of the Permittee. Certificates of insurance meeting the following requirements shall be provided to the City of Fairfield within fifteen (15) working days from the issuance of the permit. Failure to provide the insurance certificates meeting the City's requirements within fifteen (15) working days may be cause for cancellation. All insurance documents can be submitted directly to Risk Management for approval via email riskmanagement@fairfield.ca.gov.

Minimum Scope of Insurance

Coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage.

The three items to fulfill the insurance requirements are as follows:

- 1) **Certificate of Insurance**; Certificate holder shall be: ***City of Fairfield, its officers, officials, employees, agents and volunteers***, 1000 Webster Street, Fairfield, CA 94533.
- 2) **Additional Insured Endorsement**--this is separate from the Certificate and must have the policy number on it linking it to the policy because the City does not accept "Blanket Additional Insured Endorsements" without documentation linking it to the policy.
- 3) **Primary and Non-Contributory for General Liability**. Evidence of primary language either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of the policy.

Minimum Limits of Insurance

Permittee shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage.

Any insurance or self-insurance maintained by the City of Fairfield, its officers, officials, employees, or volunteers shall be excess or secondary of the insurance and shall not contribute with it. *The City needs either a Primary Endorsement or a copy of the actual policy that shows the User's insurance is primary ("Other Insurance" Section of the policy is acceptable).*

5. We DO NOT ACCEPT endorsements or certificates with the wording, "but only in the event of a named insured's sole negligence."

Waiver of Subrogation

Permittee hereby grants the City of Fairfield a waiver of subrogation which any insurer may acquire against the City of Fairfield, its officers, officials, employees, and volunteers, from User by virtue of the payment of any loss. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Fairfield has received a waiver of subrogation endorsement from the Permittee's insurer.

Special Risks and Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage or other special circumstances.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII.

Verification of Coverage

It is highly recommended that you forward this this document to your insurance agent along with the permit application so they may prepare the appropriate certificates and endorsements to meet City requirements, processes, and procedures. For more information, contact Chris Carmona or Erika Milton at riskmanagement@fairfield.ca.gov.

Revised May 14, 2024