Attachment D Preferred ANR Use Agreement

ATTACHMENT D - RECIPROCAL CLAUSES

University of California Division of Agriculture and Natural Resources Cooperative Extension

The _____ Program of _____ County, as a program of The Regents of the University of California, Agriculture and Natural Resources, Cooperative Extension, is hereby authorized during the period from _____ through _____, to use the following described facility/land:

for the purpose of:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold

______, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents or employees.

shall defend, indemnify and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of [______], its officers, agents or employees.

County Director's Name and Signature:

Date: _____

County Name: ______ University of California Division of Agriculture & Natural Resources Cooperative Extension

Authorized Name and Signature of the other entity:

Date: _____

Expiration Date of Use Agreement:

USE THIS LANGUAGE WHEN THE OTHER ENTITY OR PERSON DOESN'T HAVE AN AGREEMENT.

YOU MUST OBTAIN AN INSURANCE CERTIFICATE FROM THEM TO BACK UP THE LANGUAGE IN THE AGREEMENT.