



PETERSON IN THE COMMUNITY

Peterson Holding | 955 Marina Blvd | San Leandro, CA 94577 | www.petersonholding.com

Application for Facility Tour

Incomplete applications will not be considered.

Please email completed application to tjarth@petersoncat.com.

For more information about Peterson in the Community, visit www.petersonholding.com/community-outreach.

ORGANIZATION INFORMATION

Organization Name: _____

Number of participants attending _____ Adults _____ Children _____ Under 10 _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Web Site: _____

Organization EIN (if applicable): _____

Briefly describe your organization and/or event: _____

How did you find out about Peterson? Website Employee - which employee? _____ Other _____

FOR PETERSON USE ONLY

Approving Manager: _____

Once complete, please email to tjarth@petersoncat.com, subject line Peterson Facility Tour Form



FACILITY TOUR AGREEMENT

This FACILITY TOUR AGREEMENT ("Agreement") is entered into on _____, 20____ by and between PETERSON TRACTOR CO. ("Peterson") and _____ ("Visitor").

1. Subject to the terms and conditions contained in this Agreement, Peterson agrees to host a tour ("Tour") of its facilities at 955 Marina Boulevard, San Leandro, California and such other adjacent or nearby facilities used or occupied by Peterson (the "Premises"), starting at approximately _____ am pm, on _____, or as such date may be rescheduled or postponed ("Tour Date").
2. During the Tour, Visitor agrees to:
 - (a) Observe and comply with any and all rules, policies and procedures required by Peterson in connection with the Tour, including, but not limited to, the rules set forth in the Facility Tours Rules;
 - (b) Abide by all safety regulations, stay within designated areas of the facility per the Tour and will not leave the touring party without being accompanied by an authorized employee of Peterson;
 - (c) Hold all Confidential Information (as defined in Paragraph 2(g), below) of Peterson that Visitor may have access to or otherwise become exposed to during the Tour in the strictest confidence, and will exercise at least the same care with respect to such Confidential Information as Visitor exercises with respect to its own confidential or proprietary information and will note without Peterson's written consent use, divulge, copy, release, sell, loan or otherwise reveal such Confidential Information to others;
 - (d) Not photograph, videotape or otherwise make any record of or preserve any Confidential Information to which Visitor may be given access or otherwise exposed during the Tour;
 - (e) Not remove any document, equipment or other materials from the Premises without Peterson's prior written consent; and
 - (f) Cause its guests to abide by each of the obligations described in Paragraphs 2(a) through Paragraph 2(e), inclusive, above.
 - (g) The term "Confidential Information" shall include, but not be limited to, Peterson's trade secrets and information that concerns the confidential business or affairs of Peterson, its parent, affiliate and related companies, which include, without limitation, financial information and reports, business plans, processes, customer lists and information, employee data, forecasts, strategies and all other proprietary business information.
 - (h) The term "guest" shall mean any individual affiliated or associated with Visitor participating in the Tour, or deemed a part of Visitor's group, or invited by Visitor to participate in the Tour, and includes without limitation, any employee, personnel, representative or agent of Visitor, adult and minor students and adult chaperones.
3. In connection with the Tour, Visitor shall procure, keep and maintain insurance of the type and scope and with the minimum coverage as required by Peterson, which such insurance shall, among other things, cover and apply to the acts and omission to act of Visitor and each of its guest while on the Premises. At least five (5) business days before the Tour Date, Visitor shall provide Peterson with a Certificate of Insurance, in form reasonably acceptable to Peterson, evidencing the insurance required of it by Peterson hereunder.
4. Visitor will submit to Peterson prior to the start of the Tour, (a) a Facility Tour Waiver and Release of Liability Agreement ("Facility Tour Release"), signed by an authorized representative of Visitor and (b) a Facility Tour Release for each of its guest, signed by the guest or such guest's parent, guardian or legal custodian, as applicable.
5. Visitor understands and agrees that any breach of this Agreement by Visitor or its guests may subject Visitor and Visitor's guests to liability.
6. This Agreement will be governed by and construed in accordance with the laws of the State of California.
7. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

PETERSON:
PETERSON TRACTOR CO.

VISITOR: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____