

COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT INDEMNITY AND LIABILITY INSURANCE AGREEMENT

Parties to this Agreement:

Cherokee Community School District (CCSD) and _____ herein known as _____.

Preamble:

Both parties acknowledge and agree that CCSD and _____ are entering into an agreement in which the CCSD will provide certain facilities, to included but not limited to: premises and buildings scheduled for use from _____ and concluding on _____ for no fee.

Mutual Indemnity Provisions:

_____ agrees and will to the fullest extent permitted by law; hold harmless, protect, save, defend and indemnify CCSD, et al; their employees, agents, volunteers, representatives and students from all loss, all claims, all demands, all injury, all costs, all attorney fees, inclusive of all causes of action and liabilities of every kind, whatsoever, arising out of or in the course of the agreed facilities or services use except for the sole negligence of the CCSD.

CCSD agrees and will to the fullest extent permitted by law; hold harmless, protect, save, defend and indemnify _____, et al; their employees, agents, representatives and volunteers from all loss, all claims, all demands, all injury, all costs, all attorney fees, inclusive of all causes of action and liabilities of every kind, whatsoever, arising out of or in the course of the agreed facilities or services use except for the sole negligence of _____.

This protection, defense and indemnity shall extend to claims occurring after this agreement is terminated and facilities or services use has been completed as well as while it is in force for those operations, acts, omissions and actions subject to this agreement. The protection, defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of either CCSD or _____, their employees, agents, volunteers and/or representatives. The protection, defense and indemnity set forth in these provisions shall not be limited by any contractual insurance requirement, provision or definition or by any other provision of this agreement unless so noted.

First Aid Assistance and Emergency Medical Care

_____ releases CCSD from liability which may arise as a result of any first aid treatment, first aid service, first aid assistance or any emergency medical care provided by _____ in connection with use of the CCSD's facilities or services.

Facilities Agreement Continued:

It is further mutually agreed:

1. CCSD & _____ shall not violate any city, county, state or federal law and/or regulations in or about the CCSD premises;
2. _____ accepts the responsibility of providing a safe environment inclusive of safe equipment and activities in the use of all facilities and all activities;
3. CCSD & _____ shall not assign this agreement without the written consent of both parties;
4. _____ shall provide evidence of insurance coverage to include:
 - Standard Acord Certificate;
 - Commercial General Liability with limits not less than \$1,000,000;
 - Premises Medical with limits not less than \$5,000;
 - Automobile Liability with limits not less than \$1,000,000;
 - Workers' Compensation with coverage "B" limits not less than \$500,000;
 - Molestation (sexual or otherwise) with limits not less than \$1,000,000.
5. Photography, video or any media that reproduces an image of minors is expressly prohibited without the express written consent of CCSD;
6. This agreement may be terminated at any time by either party by giving the other party 30-days prior written notice;
7. The agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that either party drafted the language for their exclusive benefit.

Cherokee Community School District

Date: _____

Date: _____

Approved _____

Reviewed 6/20/16, 6/18/18, 5/17/21 Revised _____