



## Facility Usage Hold Harmless Agreement

Whereas Dallas Center-Grimes Community School District hereafter referred to as District Whereas \_\_\_\_\_ hereafter referred to as Agency Whereas Agency includes not only the undersigned but all members of its "group" Whereas Agency desires to use facility of the District  
Whereas District has previously passed policies governing such use,

### IT IS THEREFORE AGREED

The Agency states that it shall hold the District, harmless from all claims, including conduct or management of the facility, ground or contents (including damage or theft to property) that may arise by reason of any negligence on the part of the Agency or the District, and its officers, employees or agents, in the use by the Agency of any facilities owned by the District; and in case any action is brought therefore against the District or any of its officers, employees or agents, the Agency shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the District reserves the right to defend such action and to charge all costs, including attorney's fees, to the Agency.

The Agency agrees to furnish and maintain during the usage of the facilities owned by the District such bodily injury and property damage liability insurance as shall protect the Agency and the District from claims for damages for personal injury, which may arise from the Agency's use of the District's facilities, whether such operations be by the Agency or by anyone directly or indirectly employed by the Agency, and the amounts of such insurance shall be for a minimum of One Million Dollars (\$1,000,000) combined single limit of bodily injury and property damage liability insurance. Such insurance shall include property damage liability insurance. Such insurance shall include the Dallas Center-Grimes Community School District as an additional named insured in the policy carried by the Agency and described above.

The Agency shall furnish the District with a certificate of insurance covering the above-mentioned One Million Dollars (\$1,000,000) combined single limit of bodily injury and property damage liability.

Signature below indicates a guarantee by the signee that all users have been informed of and agree to the above, and to comply with the rules of usage as described in the "Dallas Center-Grimes CSD Facility Use Guidelines".

### Please read and initial the following:

\_\_\_\_ I have read and agree to the Hold Harmless/Indemnity Clause agreement as it appears above.

\_\_\_\_ I understand the Agency group is responsible to provide proof of liability insurance and that the Dallas Center-Grimes Community School District's insurance does not cover this User.

\_\_\_\_ I understand that a signed copy of this agreement and a signed copy of the permit must be returned to the Activities Director's office 48 hours prior to the Agency groups first use of facilities.

\_\_\_\_ I understand school district or district-related activities have facility use priority. I understand the Agency group's permitted use can be canceled by district activities.

Dated at Grimes or Dallas Center, Iowa, this \_\_\_\_\_ day of \_\_, 20\_\_

\_\_\_\_\_  
Agency

By \_\_\_\_\_ Title

CONTRACT COPY MUST BE KEPT ON PERSON AT ALL TIMES DURING USE and return the bottom copy to the Activities Director with your signed contract. *Adopted September 2013*