Lease Agreement

For the purpose of providing recreational activities for students at an event sponsored by _____(School), the School Board of Volusia County and _____(School) agree the following rental agreement with _____(Vendor).

- Vendor agrees that it will rent the items listed in attachment "A" to school from
 to ______. School agrees to pay rental fee as also listed on attachment "A".
- 2. Vendor assures School that all items listed on Attachment "A" have been properly inspected, and are in good and safe working order.
- 3. Vendor shall provide School with proper directions and instruction for the use of each item listed on attachment "A", and shall provide training to individuals designated by School on the proper use of each of these items.
- 4. Vendor shall be responsible for setting up each of the items listed on attachment "A". School shall not alter the set up of any of the items without the specific approval of the Vendor.
- 5. Vendor will provide School with all necessary information regarding the electrical and other utility needs and specifications related to the use of the items listed on attachment A. School shall be responsible for ensuring that all power and other utility requirements are met.
- 6. Vendor will not utilize any items as listed in Attachments A not owned by the vendor without first providing notice of its intent to do so prior to the execution of the contract, and then only when in compliance with the following requirements.
 - a. Vendor represents that it has fully inspected all such leased items and has found those items to be in safe working condition.
 - b. Vendor has taken the steps necessary to have the leased items covered by Vendor's insurance, or has taken the steps necessary to insure that the items are covered by the company from which Vendor is leasing them, and that such company will have the School Board of Volusia County named as an additional insured. Vendor must also provide District with documentation that these insurance requirements have been met.

- 7. Vendor will maintain liability insurance, with limits of \$1 million per occurrence/\$2 million aggregate and shall take the steps necessary for School Board of Volusia County to be a named insured.
- 8. School shall be responsible for the supervision of the use of the items listed in attachment "A" while such items are being rented to School. Such supervision shall include keeping watch over the items in an attempt to avoid vandalism.
- 9. Vendor agrees to indemnify the School District, the School Board, its members, employees and agents (hereinafter collectively referred to as "Board Releasees") and hold the Board Releasees harmless from all suits, actions, damages, liability, expenses and reasonable attorney fees in connection with loss of life, bodily or personal injury, property damage or other damages arising out of any occurrence occasioned wholly or in part by any act or omission of the Vendor, its employees, agents or assigns, or by a malfunction or defect in any of the items being rented by School
- 10. The District agrees to indemnify Vendor and hold Vendor harmless from all suits, actions, damages, liability, expenses and reasonable attorneys fees in connection with loss of life, bodily or personal injury, property damage or other damages arising out of any occurrence occasioned wholly or in part by any act or omission of the District or its employees, agents or assigns.

Vendor

School

Date

Date