

Community Use of School Facilities

HOLD HARMLESS AGREEMENT FOR USE OF DISTRICT FACILITIES

Notus School District No. 135 (hereinafter referred to as “District”) receives requests to cooperate with other agencies in promoting student activities by use of school facilities. Occasionally, such cooperation poses the District to possible liability exposure. This agreement provides the District with assurance that the cooperating agency agrees to accept the additional liability risks, including but not limited to any matter relating to the COVID-19 pandemic, and to defend and hold the District harmless in case of claims arising out of the rental or use of district facilities or grounds.

1. Indemnity

_____ (*agency using district facility*) shall defend, indemnify and hold harmless the District, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss of damage of any kind, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of or occurring by reason of or in relation to any action or omission of the _____ (*agency using district facility*), its agents, servants, or representatives, or any occurrences, incidents or injuries connected with the activity.

2. Liability Insurance and Damage

Prior to the activity, _____ (*agency using district facility*) shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to provide business insurance in Idaho. Said policy shall contain standard liability insuring agreements naming the District as an additional insured with _____ (*agency using district facility*). The limits of said policy shall not be less than the following amounts:

- \$ _____ for injuries to, or wrongful death of, any one person in any one (1) accident;
- \$ _____ for injuries to, or wrongful death of, all persons in any one (1) accident;
- \$ _____ for damage to, or loss of property in any one (1) accident.

_____ (*agency using district facility*) shall furnish to the District a certificate of insurance at least _____ business days prior to the event/activity/meeting date. Said certificate of insurance shall show compliance with this agreement and provide _____ days prior notice of cancellation to the District.

_____ (*agency using district facility*) shall be primarily responsible to the District for any and all damage of any nature and by whomsoever caused to District property arising out of the aforementioned event/activity/meeting, but not limited to, any consequential damages the District may suffer because of loss of use of school facilities.

3. Non-Assignability

This Agreement is not assignable by _____ (*agency using district facility*) without the express and written consent of the District.

4. Miscellaneous

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement and that this Agreement constitutes the whole of the parties' understanding and may not be modified except as provided herein or by a writing signed by each party hereto. The individual signing below as an officer or a representative warrants that he/she has the actual authority to sign this Agreement on behalf of the cooperating agency.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 20____.

Cooperating Agency:

Owner:

Notus School District No. 135

By: _____
Authorized Agency Administrator

By: _____
Authorized District Administrator

Policy History:

Adopted on: November 9, 2009

Revised on: September 13, 2021