

**OAKLAND K-8 PUBLIC SCHOOLS
USE OF SCHOOL FACILITIES VENDOR AGREEMENT**

The organization or individual signing off on this agreement shall be referred to as the "Vendor".

The Oakland K-8 Public Schools Board of Education shall be referred to as the "Board".

1. The Vendor assumes all liability for and agrees to indemnify and hold the Board, its respective members, agents, contractors, servants, employees, volunteers, other Vendors, or other invitees (in the event the Vendor is an invitee), harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any acts or omissions of the Vendor, its members, agents, contractors, servants, employees, volunteers, Vendors, or invitees related to the Vendor's visit to the Board's facilities including, but not limited to, the Vendor's use of any portable equipment. In the event that an action or proceeding is brought against the Board by reason of any such claim, the Vendor, upon notice from the Board, covenants to resist or defend, at Vendor's expense such action or proceeding by counsel reasonably satisfactory to the Board.
2. The Vendor assumes full responsibility for Bodily Injury and Property Damage incurred as the result of the acts or omissions of the Vendor, its members, agents, contractors, servants, employees, volunteers, Vendors, or invitees. The Vendor must present an insurance certificate guaranteeing proper liability coverage of at least a Combined Single Limit of \$1,000,000 per person/per occurrence against any liability for bodily injury and property damage. The Board shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Board, upon request, prior to the Vendor's use of the facilities.
3. The Vendor shall observe and adhere to all of the Board's policies and regulations, including the rules and regulations governing the use of the Board's facilities. The foregoing policies and regulations are as much a part of this application and agreement as if they were attached hereto. Additional copies of said policies and regulations may be obtained at the Board's Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Vendor from the Board's facilities.
4. If school is closed due to inclement weather, Vendor's event/function may be cancelled.
5. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Vendor and approved by the Board at least three (3) days in advance of the date scheduled for the use of facilities.
6. The Vendor has provided the aforementioned required certificates of insurance to the Board. Y N

Print Name of Vendor: _____

Email Address _____

Contact Number _____

Date _____

Signature of Vendor

Date _____

Superintendent of School's Approval

Board of Education's Approval (if applicable) _____

Date _____