

**Earlham Community School District Community Use of School District Facilities Indemnity and Liability Insurance Agreement**

The undersigned, hereafter referred to as "user," states that it shall hold the Earlham Community School District, hereafter referred to as "school district," harmless from any and all damages and claims that may arise by reason of any negligence on the part of the user or the school district, and its officers, employees or agents, in the use by the user of any facilities or equipment owned by the school district. In case any action is brought therefore against the school district or any of its officers, employees or agents, the user shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school district reserves the right to defend such action and to charge all costs, including attorneys' fees, to the user.

The user agrees to furnish and maintain during the usage of the facilities or equipment owned by the school district such bodily injury and property damage liability insurance as shall protect the user and the school district from claims for damages for personal injury, including accidental death, and from claims to property damages which may arise from the user's use of the school district facilities or equipment whether such operations be by the user or by anyone directly or indirectly employed by the user. Such insurance shall include the Earlham Community School District as an additional named insured on any insurance policy carried by the user to provide coverage of the liabilities described above.

The user shall furnish the school district with a certificate of insurance acceptable to the school district's insurance carrier before the Facilities Request and Use Agreement is issued.

Dated at \_\_\_\_\_, Iowa this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Organization Earlham Community School District

By \_\_\_\_\_ By \_\_\_\_\_  
User Superintendent

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_