

**USE OF DISTRICT FACILITIES AND EQUIPMENT
INDEMNITY AND LIABILITY INSURANCE AGREEMENT**

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

The Entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the District such bodily injury and property damage liability insurance as will protect the Entity and the District from claims or damages for personal injury, including accidental death, and from claims for property damages which may arise from the Entity's use of the District's facilities or equipment whether such operations be by the Entity or by anyone directly or indirectly employed by the Entity.

The Entity will furnish the District with a certificate of insurance acceptable to the District's insurance carrier before the contract is issued.

Dated at _____, Iowa, on this _____ day of _____, 20____.

Entity Name _____

Name: _____, Title: _____

Signature: _____

Address: _____

Phone: _____, Email: _____

District: _____

Name: _____, Title: Superintendent

Signature: _____

*Adopted: 04/04/16

*Revised: 01/13/20

*Revised: 04/14/20