

COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT

INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The undersigned, hereafter referred to as "entity," states that it shall hold the Wapsie Valley 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 entity or the school district, and its officers, employees or agents, in the use by the entity 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 entity 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 entity.

The entity 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 entity and the school district from claims for damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school district's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity. Such insurance shall include the Wapsie Valley School District as an additional named insured in the policy carried by the entity and described above.

The entity shall furnish the school district with a certificate of insurance acceptable to the school district's insurance carrier before the contract is issued.

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

Entity: _____

Wapsie Valley Community School District

By: _____

By: _____
Superintendent

Title: _____

Address: _____

By: _____
Secretary