



## Hold Harmless Agreement

John Adams Academies, Inc. ("Organization") approves \_\_\_\_\_ ("Vendor")  
(Vendor Name)

to provide the following Services at John Adams Academy - \_\_\_\_\_ campus:

\_\_\_\_\_ ("Services") in conjunction  
(Description of services provided by vendor)

with John Adams Academy \_\_\_\_\_ on \_\_\_\_\_ ("Event").  
(Event Name) (Event Date)

Vendor shall, at its own and sole expense:

1. Maintain at all times while performing under this agreement, the insurance coverage set forth below with insurers satisfactory to Non-Profit for policy limits not less than the amounts stated below:

**Workers' Compensation Insurance** as required by the laws and regulations applicable to and covering employees of Vendor engaged in the performance of work under this agreement.

**Commercial General Liability (CGL) (or Public Liability)** insurance with limits of liability of not less than: Bodily Injury - \$1 million (\$1,000,000) each person per occurrence/aggregate; Property Damage - \$1 million (\$1,000,000) per occurrence/aggregate limits. This policy shall cover, among other risks, the contractual liability assumed by Vendor under the indemnification provision set forth in this agreement, personal injury coverage, premises liability coverage and advertising injury coverage with limits of liability identical to coverage for Bodily Injury as stated above.

**Automobile Liability insurance**, including non-owned and hired vehicle coverage with limits of liability of not less than \$1 million (\$1,000,000) combined single limit per occurrence and in the aggregate.

**NOTE:** Nothing contained in these provisions relating to insurance coverage and amounts set herein shall operate as a limitation of Vendor's liability.

2. Deliver to Non-Profit prior to commencement of Services a certificate of insurance which shall:
  - a. Evidence the above coverages including: the identity of the insurer(s), the policy number(s), the effective dates of coverage and the limits of liability.
  - b. Name the Non-Profit and all of its officers, directors, members, employees and volunteers as additional insureds.

- c. Specifically reference the indemnification provision set forth in paragraph (c) of this agreement.
- d. Provide that any change restricting or reducing coverage or the cancellation of any policies under which such certificate is issued shall not be valid as respects Non-Profit's interest therein until Non-Profit has received thirty (30) days' notice in writing of such change or cancellation.
- e. Contain the following language: "The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance."

**NOTE:** Failure of Vendor to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of this agreement. In the Event of a breach, Non-Profit shall have the right, in addition to any other rights, to immediately cancel and terminate Vendor's participation in the Event.

- 3. Vendor shall exonerate, indemnify, defend, and hold harmless Non-Profit (which for the purpose of this section shall include, without limitation, its officer, agents, employees and volunteers) from and against:

Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Vendor may sustain or incur or which may be imposed upon it for injury to or death of person, or damage to property as a result of, arising out of, or in any manner connected with Vendor's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of Non-Profit. Such indemnification includes any damage to the person(s), or property(ies) of Vendor and third persons.

With regard to the services to be performed by the Vendor pursuant to the terms of this Agreement, Non-Profit shall not be liable to the Vendor, or to anyone who may claim any right due to any relationship with the Vendor, for any acts or omissions of Non-Profit, except when said acts or omissions of Non-Profit are due to willful misconduct or gross negligence. Vendor shall hold Non-Profit free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Vendor pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of Non-Profit and Non-Profit is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Vendor and Vendor's officers, employees and agents engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding).

- 4. Non-Profit and Vendor agree that the obligations under this agreement include, but are not limited to, those situations where liability for (1) injury, loss or damage is caused by the combined or concurrent negligence of Non-Profit, Vendor or any third party (and any of their respective officers, directors, employees, agents and/or volunteers); and/or (2) injury, loss, or damage arises with or without fault based on any theory of strict liability, statutory liability or by operation of law.

Non-Profit and Vendor agree that to the extent this indemnification of Non-Profit (its officers, directors, employees, agents and/or volunteers) for injury, loss or damage may be

found to be contrary to existing or newly-enacted law, this provision, to such extent (and only to such extent), is and shall be void or voidable. In such instance, Vendor agrees to immediately defend, indemnify, save and hold Non-Profit harmless to the fullest extent allowed by law.

**NOTE:** The terms and conditions of this agreement shall apply with respect to Vendor's operations located at: \_\_\_\_\_.

*(Event address)*

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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DATE

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PRINTED NAME OF VENDOR

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TITLE