

Hold Harmless Agreement
Gates Chili Central School District
Use of Facility

_____ does hereby covenant and agree to defend,

(Facility User)

indemnify and hold harmless the Gates Chili Central School District from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and or/ property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the **Gates Chili Central School District's** property, facilities, and or/services.

A. The user hereby agrees to name the Gates Chili Central School District as an unrestricted additional insured on the users policy.

The policy naming the Gates Chili Central School District shall:

- State that the organizations coverage shall be primary and non-contributory coverage for the Gates Chili Central School District, its Board, employees and volunteers;
- Additional insured status shall be provided with ISO endorsement CG2026 or its equivalent.

B. The User Agrees to indemnify the Gates Chili Central School District for any applicable deductibles.

C. Required Insurance:

COMMERCIAL GENERAL LIABILITY INSURANCE
\$1,000,000 per occurrence/\$2,000,000 aggregate

D. User acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The user is to provide the District with a certificate of insurance , evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the District. **The District is a member/owner of the NY School Insurance Reciprocal (NYSIR).** The user further acknowledges that the procurement of such insurance as is required herein is intended to benefit not only the district but also NYSIR , as the district's insurer.

Facility Users Name: _____

Address: _____

Phone: _____ **email:** _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

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