

**CLARINDA COMMUNITY SCHOOL DISTRICT
USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT
INDEMNITY AND LIABILITY INSURANCE AGREEMENT**

The undersigned, hereafter referred to as "Entity," states it will hold the Clarinda 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 entity in the use 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 will 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 attorney 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 that will protect the entity and the school 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 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 school district as an additional named insured on any insurance policy carried by the entity to provide coverage for the liabilities described above.

The entity will furnish the school district with a certificate of insurance acceptable to the school district's insurance carrier before the facilities use agreement is executed and approved.

_____ Clarinda Community School District
Entity

By

_____ President, Board of Directors
Title

*Adopted: