

Use of Facilities, Indemnity, and Insurance Agreement
(Education Code section 38134(a) Private Entities)

This Use of Facilities, Indemnity and Insurance Agreement ("Agreement") is entered into by Paradise Unified School District ("District") and _____ ("User").

User has requested, and District has approved, use of _____, including restroom and parking facilities ("Facilities"), for the purpose(s) of _____, a use and relationship authorized under Education Code section 10900, *et. seq.* Neither User, nor its employees, agents, guests, or invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from _____ to _____ unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by District and User, as evidenced by a jointly executed writing. Such use shall not interfere with District's ability to carry on educational activities, interfere with District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use district property, including the Facilities covered by this Agreement.

User's right to use the Facilities is subject to a use fee of \$_____.

At all times, User, and its guests and invitees at the Facilities, shall comply with District's rules, regulations, and policies, copies of which are deemed to have been provided to User prior to the execution of this Agreement. User, and its guests and invitees, shall also (a) conduct themselves in accordance with all other potentially relevant federal, state, or local laws or regulations; (b) respect District's employees, students, and property; and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes, or altercations with others. User is responsible for ensuring that its directors, officers, agents, employees, contractors, guests, invitees, participants, and guests, as well as any other individual(s) who will attend or view the contemplated activities at the Facilities, comply with these requirements.

User shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of User's intended use of the Facilities. User shall ensure that District's property is not altered, modified, or changed in any manner absent District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of User, be a basis to immediately terminate this Agreement.

District shall ensure that the Facilities are timely and properly made available for use by User. User waives any claim against District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of User's property.

District is financially responsible for claims or damages caused by its negligent failure to maintain, repair, or keep in good repair the Facilities. District shall defend and indemnify User, and its directors, officers, employees, agents, and volunteers should a claim be made for which District is

financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. To the extent of these indemnifiable liabilities, District shall name User, its directors, officers, employees, agents and volunteers, as additional insureds under its liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per claim, and further subject to a 60-day notice before such insurance or coverage is cancelled or terminated.

User shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of User's use of the Facilities. User shall defend and indemnify District, and its agents and employees should a claim be made for which User is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. It is the express intent of the parties that, in keeping with the foregoing responsibilities, District, its directors, officers, employees, agents, and volunteers are intended and expected to receive the broadest defense and indemnity protection available under law, with any doubts resolved in favor of the proposed indemnified parties. To the extent of these indemnifiable liabilities, User shall name District, its directors, officers, employees, agents, and volunteers, as additional insureds under its liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per occurrence/\$2,000,000 general aggregate, and further subject to a 60-day notice before such insurance or coverage is cancelled or terminated.

Insurance certificates, meeting all requirements listed above must be received by District within seven (7) business days after submitting a Request for Use and prior to use of the Facilities. User must obtain an additional insured endorsement and name District, its elected or appointed officials, employees, agents, and volunteers as additional insured under the general liability policy.

This Agreement may be terminated due to User's discontinuance of the activities contemplated by this Agreement; District's need to modify or negate the use of the Facilities in order to carry out its required or offered educational or recreational activities, due to impossibility or impracticability caused by any actual or planned change, modification, or repair to the Facilities; or to circumstances affecting the safety or health of anticipated users of the Facilities or breach of this Agreement as determined in the sole discretion of District. Notice of the termination of this Agreement is effective upon delivery of written notice.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of District and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

As Authorized Agent of User

As Authorized Agent of District