



SAMPLE INSURANCE AGREEMENT - USE OF FACILITIES

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the permittee's insurance policies, with the exception of workers' compensation.
- II. The policy naming the district as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured," New York State admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the district its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The permittee agrees to indemnify the district for any applicable deductibles.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- VI. Permittee acknowledges that 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 permittee is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The permittee further acknowledges that the procurement of such insurance as Required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

HOLD HARMLESS AGREEMENT
(USE OF FACILITY)

_____ does hereby covenant and agree to defend, indemnify and

hold harmless the _____
(Name of District)

from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys 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

_____ property, facilities and/or (The
District's) services by _____ and/or the activities,
functions, events, affairs or proceeding of _____.

(District)

(Facility User)