A technical reference bulletin by the Risk Control Services Department of the Glatfelter Insurance Group

GLATFELTER PUBLIC PRACTICE®
A Division of Glatfelter Insurance Group

RISK COMMUNIQUÉ

Facility Use and Indemnification Agreement Sample

Date: _____

Name of Group: _____

Address: _____
Street City State Zip Code

Contact Person: _____ Title: _____

Telephone Number: _____

Dates of Rental: _____ Through: _____

Type of Facility Requested: _____

Type of Activity or Sport to Be Played: _____

Will Equipment Be Needed? _____ If so, please list: _____

_____

Number of Participants Expected: _____

Number of Group's Staff to Supervise Participants: _____

Security: _____ Ticket Takers: _____

Ushers: _____

Spectators: Yes ☐ No ☐ Estimated Number: _____

Special Details: _____

_____

_____

_____

_____

Will the following facilities be needed?

☐ Concession Space ☐ Bleachers

☐ Locker Room Space ☐ Sound System

☐ Scoreboard ☐ Other Equipment: _____

Rate: _____ Other Charges: _____

Payment Due on or Before: _____

This is a sample guideline furnished to you by Glatfelter Public Practice. Your organization should review it and make the necessary modifications to meet the needs of your organization. The intent of this guideline is to assist you in reducing risk exposure to the public, personnel and property. For additional information on this topic, you may contact your GPP Risk Control Representative. www.glatfelterpublicpractice.com

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In consideration of the Licensor (School District) entering this Facility Agreement with_____ (name) (licensee), and as a condition of said agreement, the Licensee hereby agrees to indemnify and hold harmless the Licensor, its School Board, and suits, or judgments that may come about as a result of the use of the above described facility by the Licensee. This indemnification shall include, but not be limited to, any settlements, judgments or awards by a court of competent jurisdiction, or a board of arbitration. Said indemnification should also include costs for unnecessary legal representation and out-of-pocket expenses incurred by the Licensor in connection with any action or defense necessary to protect itself under the terms of this agreement.

In addition to the above, the Licensee represents and warrants that it has a policy of general liability insurance in force and effect on the dates of the use of the licensed premises, issued by a liability insurance company licensed to do business in the state of _____, and said insurance company will, without any costs or expense to the Licensor, issue a certificate to the Licensor. Said certificate of insurance shall list the Licensor as an additional insured, and shall be delivered to the Licensor at least one week prior to the use of the premises by the Licensee. In addition, said insurance company will agree to give notification to the Licensor of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.

The Licensee further represents and warrants that it has a policy of workers' compensation insurance in force and effect on the dates of the use of the licensed premises, issued by an insurance company licensed to do business in the state of _____, and said insurance company will, without any costs or expense to the Licensor, issue a certificate to the Licensor. Said certificate of insurance shall include a waiver of subrogation in favor of the Licensor, and shall be delivered to the Licensor at least one week prior to the use of the premises by the Licensee. In addition, said insurance company will agree to give notification to the Licensor of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.

The licensee further represents and warrants that it has a policy of automobile liability insurance, including owned, non-owned, and hired autos in force and effect on the dates of the use of the licensed premises, issued by an insurance company licensed to do business in the state of _____, and said insurance company will, without any costs or expense to the Licensor, issue a certificate of insurance to the Licensor at least one week prior to the use of the premises. In addition, said insurance company will agree to five notifications to the Licensor of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.

It is further agreed that the school district has the Absolute Right of Cancellation without liability if the facility is unavailable.

Group	_____	Accepted: (Name of School District)	
By	_____	By	_____
Signature	_____	Signature	_____
Title	_____	Title	_____
Date	_____	Date	_____

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