

Sample Facility Use and Indemnification Agreement

DATE: _____

NAME OF GROUP REQUESTING USE: _____

ADDRESS: _____
Street City State Zip Code

CONTACT PERSON: _____ PHONE NUMBER: _____

TYPE OF FACILITY REQUESTED: _____

DATE(S) OF USE: _____

TIME(S) NEEDED (From / To): _____

WILL AN ADMISSION FEE BE CHARGED? ☐ Yes ☐ No AMOUNT: _____

PURPOSE OF USE (Type of Activity): _____

SPECIAL EQUIPMENT NEEDS: _____

NUMBER OF PARTICIPANTS EXPECTED: _____

NUMBER OF STAFF TO SUPERVISE: _____

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: _____

DISCLAIMER: 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 Glatfelter Public Practice Representative at 888.855.4782

Sample Facility Use and Indemnification Agreement

In consideration of the Licensors (School District) entering this Facility Agreement with the Licensee (Name of Group Requesting Use), and as a condition of said agreement, the Licensee hereby agrees to indemnify and hold harmless the Licensors and its School Board Affiliates for 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 Licensors 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 Licensors, issue a certificate to the Licensors. Said certificate of insurance shall list the Licensors as an additional insured, and shall be delivered to the Licensors 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 Licensors 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 Licensors, issue a certificate to the Licensors. Said certificate of insurance shall include a waiver of subrogation in favor of the Licensors, and shall be delivered to the Licensors 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 Licensors 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 Licensors, issue a certificate of insurance to the Licensors at least one week prior to the use of the premises. In addition, said insurance company will agree to give notifications to the Licensors of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.

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

Name of Group: _____

Authorized By (print name): _____ Title: _____

Signature: _____ Date: _____

School District: _____

Accepted By (print name): _____ Title: _____

Signature: _____ Date: _____

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