

EASTPOINTE COMMUNITY SCHOOLS
Eastpointe, Michigan

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned desires to use or temporarily occupy a building or grounds (the "Occupancy") owned or operated by the Eastpointe Community Schools (the "School District"). The undersigned represents that he/she has the actual authority to bind himself/herself and the organization or designee which will benefit from the Occupancy pursuant to this agreement. As consideration for the School District permitting the undersigned or his/her designee to enjoy the Occupancy, the undersigned agrees, on behalf of himself/herself and the organization listed below, to release and hold harmless the School District and the School District's employees, agents, volunteers, elected officials, and servants, and any persons who, at the request or direction of the School District, participate in organizing or overseeing, or who are otherwise present during, or involved in, the Occupancy, from known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and/or losses and the consequences thereof, including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the School District, which the undersigned, a designee of the undersigned, or any other individual or entity may sustain in connection with the Occupancy. The undersigned agrees to defend all claims, actions, causes of action, or any other demands asserted against the School District and its employees, agents, volunteers, elected officials, and servants, arising out of or in connection with the Occupancy, and to pay any judgments or settlements awarded, or executed by consent, in connection with such claims. The School District will give the undersigned prompt notice of the making of any claim or the commencement of any action suit, or other proceeding covered by this agreement. Nothing in this agreement may be deemed to prevent the School District from cooperating with the undersigned and participating in the defense of any litigation by it's own counsel at its sole cost and expense. The undersigned further agrees, on behalf of himself/herself and the organization listed below, to accept all of the rules and requirements established or imposed by the School District for the Occupancy, and to follow any instructions given by authorized School District personnel. The School District has the absolute right to terminate the Occupancy if it is determined by the School District's superintendent or a designee that the conduct of a user or occupant is detrimental to the School District's operations, property, or reputation in which event any expenses or costs incurred by the undersigned, the organization listed below, or any user or occupant shall be forfeited and the School District shall not be obligated to reimburse any such amounts, pro rata or otherwise. The undersigned agrees that he/she has inspected the building(s)/grounds which he/she is or his/her organization intends to use or occupy, and that such building(s)/grounds are in good order, contain no dangerous or unsafe conditions or other characteristics which cause the Undersigned any concern regarding the potential for injury or harm, and are fit and suitable for the undersigned's intended use and purpose.

I have reviewed and understand this entire Indemnification and Hold Harmless Agreement and agree to its provisions.

_____ for _____ on _____
Signature Organization Date

_____ Address Telephone
Representative's Name (Print)

_____ Address Telephone
Organization's Name

Witnessed by:

_____ Signature Printed Name

_____ Date

Original to Office of Fiscal Services

3-Copies: Applicant, Building Administrator, Maintenance Director