

# ADELANTO ELEMENTARY SCHOOL DISTRICT

## AGREEMENT FOR ON-SITE EVENTS (NO COST TO DISTRICT)

All events are subject to District Office Approval.

### HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Adelanto Elementary School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitees, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

### PUPIL SAFETY PROVISIONS

The District has determined under Education Code Section 45125.1, **limited contact** with pupils may occur under the terms of this contract. In lieu of fingerprinting, **a District employee will provide supervision at all times the Contractor has contact with pupils.** Contractor and Administrator agree to coordinate supervision by a District employee at all times.

### INSURANCE REQUIREMENTS

Contractor shall obtain and maintain insurance policies during the term of this Agreement with the minimum limits as specified on the following page. Prior to commencement of work on this Agreement, Contractor shall provide to the District certificate(s) of insurance evidencing the required insurance coverage.

Site Coordinator (print name and email):

***To be completed by Coordinator and returned to Purchasing at least 4 weeks before event***

Date of activity: \_\_\_\_\_ Site(s): \_\_\_\_\_  Free event

Describe Activity: \_\_\_\_\_  PTA paid event

Visitor name: \_\_\_\_\_ Phone # / email: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Office use only:

Visitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance documentation  Ed Services Approval  Risk Management Approval

School site is to e-mail Agreement to Purchasing **at least 4 weeks prior** to date of event to allow time for insurance verification.

**Adelanto Elementary School District's Vendor Insurance Requirements**  
(coverage requirements determined by scope of work)

**Automobile Insurance:**

Will Contractor operate a commercial vehicle on District property in the performance of this contract?

\_\_\_\_ Yes- For commercial vehicles that are used to provide services: \$1,000,000 per occurrence / \$3,000,000 general aggregate.

\_\_\_\_ No- For personal transportation vehicles that are driven onto and parked on School or District property, minimum requirements for private passenger vehicles: \$100,000 per occurrence / \$300,000 combined single limit for bodily injury and property damage.

**General Liability:** \$1,000,000 per occurrence; \$3,000,000 general aggregate

**Sexual Abuse / Molestation (may be included under general liability):** \$1,000,000 per occurrence; \$2,000,000 general aggregate

**Professional liability:** If professional services will be provided, \$1,000,000 per occurrence; \$2,000,000 aggregate against liability or claims of liability including claims for products and completed operation which may arise out of this contract.

**Worker's Compensation Insurance.** Proof of Workers' Compensation coverage with statutory limits is required if the vendor/consultant has employees.

Prior to commencement of work on this Agreement, Contractor shall provide to the District certificate(s) of insurance evidencing the required insurance coverage. **The Adelanto Elementary School District, its officers, Board Members, employees and agents must be named as additional insured by separate insurance policy endorsement.** Contractor shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the District. Contractor shall provide a policy endorsement with a 30-day insurance policy notice of cancellation.

MINIMUM INSURANCE REQUIREMENTS: Contractor shall obtain and maintain the insurance coverages and limits as specified for the duration of the contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Contractor maintain insurance policies with coverage and limits of liability that exceed these minimum coverage and limit requirements that are broader than as outlined, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

*Contact Lori McMillen in Purchasing (760-246-8691 or lori\_mcmillen@aesd.net) with questions or concerns.*

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