

Facilities Use Request Form – Insurance Requirements

Proof of general liability insurance coverage must be provided. (Minimum \$1,000,000 per occurrence. Abuse and molestation liability applicable to organizations whose activities directly relate to children, coverage can be satisfied through the general liability insurance modified to include abuse and molestation coverage or through a standalone abuse/molestation form, limits must be equal to or greater than the general liability limits. Auto liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, coverage must include owned, hired, and non-owned vehicles. Worker's compensation providing benefits as mandated by the state workers' compensation statute and employers' liability insurance with minimum limits of \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease. FAIRVIEW SCHOOL DISTRICT, 7466 McCray Rd, Fairview, PA 16415, must be named as additional insured on the general liability and auto liability insurances and this must be shown on the certificate of insurance.)

Coverage must be written on an "occurrence" basis and shall be maintained without interruption from date of through the term of this agreement.

Coverage naming FAIRVIEW SCHOOL DISTRICT as additional insured shall include an Endorsement specifying that the coverage of Organization using facility is primary to any other coverage available to FAIRVIEW SCHOOL DISTRICT, including, without, limitation, coverage maintained by FAIRVIEW SCHOOL DISTRICT wherein FAIRVIEW SCHOOL DISTRICT is the named insured, and that no act or omission shall invalidate the coverage.

Organization using facility waives all rights of recovery against FAIRVIEW SCHOOL DISTRICT which the Organization using facility may have or acquire because of deductible clauses or inadequacy of limits of any policies of insurance that are secured and maintained by the Organization using facility.

Organization using facility is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

Failure of Organization using facility to obtain and maintain the required insurance shall constitute a breach of contract and Organization using facility will be liable to FAIRVIEW SCHOOL DISTRICT for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless FAIRVIEW SCHOOL DISTRICT provides Organization using facility with a written waiver of the specific insurance requirement.

None of the requirements contained herein as to the types, limits, or FAIRVIEW SCHOOL DISTRICT approval of insurance coverage to be maintained by Organization using facility are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Organization using facility under this agreement, any other agreement with FAIRVIEW SCHOOL DISTRICT, or otherwise provided by law.

Failure of Organization using facility to provide insurance as herein required or failure of FAIRVIEW SCHOOL DISTRICT to require evidence of insurance or to notify Organization using facility of any breach by Organization using facility of the requirements of District policy and administrative procedures shall not be deemed to be a waiver of any of the terms of policy or procedure, nor shall they be deemed to be a waiver of the obligation of the Organization using facility to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Organization using facility and independent of the duty to furnish a copy or certificate of such insurance policies.

The organization agrees to indemnify, defend and hold the FAIRVIEW SCHOOL DISTRICT harmless of and from any and all liability for personal injury, property damage, or liability of any other kind whatsoever, in connection with the organization's use of the facilities, and agrees that it shall at its sole expense, defend any legal proceedings brought against the district for personal injury or property damage arising out of the use of the facilities in accordance with this application, and agrees to indemnify the district of and from any judgement entered against it. The campus of the FAIRVIEW SCHOOL DISTRICT is a tobacco and smoke-free environment. Possession of weapons on the campus is prohibited. These district policies will be strictly enforced.