THE SCHOOL DISTRICT OF PHILDELPHIA
OFFICE OF FACILITIES MANAGEMENT AND SERVICES
GENERAL INDEMNIFICATION AGREEMENT

THIS AGREEMENT dated _____ ***(today's date)***,by and between the School District of Philadelphia ("the School District") and _____ ***(group name)*** ("the User") with principal offices located at _____ ***(location of group's offices).***

WITNESSETH:

WHEREAS, the User has requested permission to use certain School District premises at _____ ***(name of school)*** ("the Premises") as further described in the attached Use of School Facilities form ("EH-45 form") dated _____ ***(date EH-45 was signed by User)***; and

WHEREAS, the School District is willing to permit the use of the Premises described in the attached EH-45 form subject to certain terms and conditions;

NOW THEREFORE, in consideration of the privileges granted hereby, and intending to be legally bound, the User covenants and agrees as follows:

1. The User shall inspect the Premises prior to the commencement of the period of use and shall inform the School District in writing of any defects in the Premises which a visual inspection would reveal. If no communication listing defects is received by the School District as of the time and the date of the period of use, it shall be conclusively presumed that an inspection was made and no defects were found. If any defects are found, the School District shall have the right to withdraw authorization to use the Premises.

2. The User accepts the care, custody, and control of the Premises for the period _____ ***(date ranges from the EH-45)*** as set forth in the attached EH-45 form. The User is solely responsible for the monitoring and supervision of all activities which occur on or at the Premises during the period of use. Upon expiration of the period of use, the User shall restore the premises to as good a condition as when received, usual wear and tear excepted.

3. User acknowledges that its use of the Premises may occur after usual and customary hours and incur overtime labor and additional utility expense by the School District. User promises and agrees to reimburse the School District for such additional costs in a time frame previous to the commencement of use. Invoices shall be prepared and presented upon receipt of EH-45 forms, and subject to User review. Invoices shall be conclusively presumed valid and payable if not objected to within ten (10) days of presentation. User agrees that this term of

the parties agreement is material, such as its failure promptly to pay the costs outlined herein shall be just cause for termination of User's use of the Premises.

4. The User does hereby accept and acknowledge the agency of _____ (***name of person who signed the EH-45***), who signed the attached EH-45 form, to bind the User to this Agreement.

5. Use shall, at its sole cost and expense, procure and maintain in full force and effect during the term of this Agreement, the type(s) and minimum limits of insurance specified below. The School District may require higher limits of liability if, in the School District's reasonable discretion, the potential risk so warrants. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the School District. All insurance herein shall be written on an "occurrence" basis and not on a "claims-made" basis. In no event shall Use be permitted until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the School District in the event coverage is materially changed, cancelled, or non-renewed. The School District of Philadelphia, its officers, employees, and agents shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the School District of Philadelphia, its officers, employees, and agents will be primary to any other coverage that may be available to them and that no act or omission of the School District shall invalidate the coverage.

   Workers' Compensation and Employer's Liability Insurance with limits satisfying Users obligations and liabilities under the workers' compensation laws of the State of Pennsylvania including Employer's Liability at limits not less than $100,000 each employee – bodily injury by accident, $100,000 each employee – bodily injury by disease and $500,000 policy limit – bodily injury by disease. Other states insurance including Pennsylvania.

   Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence combined single limit, or in such other amount as the School District may from time to time require, insuring against any claims for bodily injury, death, and property damage occurring on, in or about the Premises and any improvements thereon; $1,000,000 general aggregate. Coverage shall include premises operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, cross liability, employees as additional insureds and broad form property damage liability.

   Certificates of insurance evidencing the required coverages and endorsement(s) naming the School District, its officers, employees and agents, as additional insureds and stating that the coverage afforded the School District, and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to the School District, must be

provided 10 days before the date of the event. The School District reserves the right to request a certified copy of the policy.

The insurance requirements set forth herein shall in no way be intended to limit, modify or reduce the indemnification made in this agreement or to limit User's liability to the limits of the policy of insurance required hereunder.

6. The User shall defend, indemnify, and hold harmless the School District from and against any and all claims, actions, suits, judgements, liabilities, damages, losses, expenses and costs caused by User's use or occupancy of the Premises, or caused by the User's breach of any covenants, terms, or conditions of this Agreement, or caused by the negligence of the User, or caused by any of its students, members, guests, visitors, invitees, representatives, agents, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. The School District shall give the User timely notice of any claim which the School District considers likely to result in a demand by the School District of the User to defend, indemnify, and save the School District harmless therefrom. This obligation of the User to indemnify the School District is separate and distinct from the User's obligation to insure hereunder.

7. If for any reason the User's insurance carrier refuses to defend the School District or denies coverage, the User shall, upon receiving notice from the School District, defend, indemnify, and hold the School District harmless as more specifically set forth in Paragraph 5 herein. In the event the User is unable or unwilling to defend the School District, the User shall reimburse the School District for reasonable counsel fees incurred by the School District in defending any action brought against it by reason of the User's use of the Premises. Reimbursement for attorneys' fees shall be due and payable by the User within ten (10) days of receipt of the School District's invoice.

8. Title to any item of personalty purchased by the User and brought onto the premises shall remain the property of the User unless otherwise agreed to in writing with the School District. Risk of loss for any equipment, tools, or other property brought onto the premises by the User or their invitees shall be on and remain with the User and shall at no time transfer to the School District.

9. User shall promptly notify the School District in writing of nay incident or accident, including but not limited to property loss or personal injury, that occurs at, on, or in the premises, or is in any way related to the premises concerning User's use thereof.

10. The provisions herein shall survive termination of this Agreement in the event any claim arises from events occurring during the period of use.

11. The terms of this Agreement are in addition to any other requirements to use the School District's facilities, such as execution of the EH-45 form and payment of the custodial, maintenance, and other charges which the School District may require.

IN WITNESS WHEREOF, the User by its officers has set its hand and seal the month, day and year first above written.

BY: _____
SIGNATURE
Print Name:_____
Title: President or Vice President (circle one)
Business Address: _____
_____
Phone Number: (Day)_____

ATTEST: _____
SIGNATURE
Print Name:_____
Title: Secretary or Treasurer (circle one)
Business Address: _____
_____
Phone Number: (Day)_____

revised 4/8/02