

**Form B: Users For a Fee**

\_\_\_\_\_ agrees to defend, indemnify and hold harmless district, its Governing Board, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the performance of this Agreement. It is understood and agreed that such indemnity shall survive the termination of this Agreement.

For any potential liability \_\_\_\_\_ may have arising out of or related to its the performance of this Agreement \_\_\_\_\_ shall, at its sole cost and expense, maintain comprehensive liability insurance including public liability and property damage, insuring \_\_\_\_\_ and district for at least One Million Dollars (\$1,000,000) per occurrence.

For any potential liability \_\_\_\_\_ may have arising out of or related to the performance of this Agreement \_\_\_\_\_ shall, during the term of use at all times have and keep the interest of district in the buildings on the premises insured against loss or damage by fire under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of California. The total amount of insurance will be One Million Dollars (\$1,000,000), or such lesser amounts as may at any time represent the full insurable value of district's interest, with loss or damage arising under such policies made payable to district.

For any potential liability \_\_\_\_\_ may have arising out of or related to the performance of this Agreement \_\_\_\_\_ will obtain and maintain any other insurance the district desires on the premises or on the personal property on said premises at the expense of \_\_\_\_\_.

All insurance required under this provision shall be evidenced by providing a copy of the certificate of insurance to district. The district shall be added as an additional named insured to the \_\_\_\_\_ insurance policy by endorsement, and the user shall provide a copy of the policy and endorsement to the district. Additionally, \_\_\_\_\_ shall provide a written stipulation from the insurers to notify district in writing at least 30 days prior to cancellation or refusal to renew any policy. If insurance is not kept in force during the entire term of use, district may self-insure or procure the necessary insurance and pay the premium therefore and the premium, or the equivalent value of the self-insurance, as the case may be, shall be paid by \_\_\_\_\_ to the district.