

Harmless Certificate for Facility Request for Special Events

-----Please read this statement carefully and sign below in the designated area-----

INDEMNIFICATION

In consideration of permission being granted to use the facilities of the Wakefield School District, the applicant covenants and agrees at all times at its sole expense to defend, indemnify, and hold harmless the Wakefield School District, SAU #64, their Boards, members, officers, agents, employees, volunteers, contractors, representatives, successors, or assigns, both individually and in their official capacities to the full extent permitted by law, from any and all claims, demands, actions, causes of actions, suits, damages, losses and expenses, attorneys fees and costs including, but not limited to, any and all claims for personal injury, death, pain and suffering, property damage, contract claims, which may, in any way arise from or out of the applicant's use of the School facilities whether such operations be performed by the applicant, or anyone directly employed by the applicant, or any other person or company retained in any way by the applicant to carry out all or a portion of the operations necessary to perform the activities/events for which the School facilities are being used and irrespective of whether the instrumentality causing such personal injury, death or property damage is owned in whole or in part by the applicant.

INSURANCE

As evidence of its financial ability to indemnify the Wakefield School District and SAU 64, during the term of this agreement, Applicant shall obtain and pay premiums for Commercial General Liability Insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this agreement, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming the Wakefield School District and SAU 64 as an additional insured shall be provided three business days prior to use of facilities. Such insurance contracts shall be with companies acceptable to the Wakefield School District and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

TOBACCO

In acknowledgment of New Hampshire State Statute (RSA 126-K:7, 1) which states that, "No person shall use any tobacco product in any public educational facility or on the grounds of any public educational facility," the Applicant covenants and agrees to vigorously enforce said law during the use of the school facilities and school premises by the Applicant, its officers, employees, agents, representatives, contractors, customers, guest and invitees.

ALCOHOLIC BEVERAGES & CONTROLLED DRUGS

In acknowledgment of the school district's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs as defined in RSA 318-B:1, V1, or of a controlled drug analog as defined under RSA 318-B:2, V1-a, Applicant covenants and agrees to vigorously enforce said policy during the use of the school facilities and school premises by the Applicant, its officers, employees, agents, representatives, contractors, customers, guest and invitees.

OTHER

1. No modifications to school district facilities are permitted without prior approval of the Wakefield School Board.
2. No animals are allowed on school grounds.
3. Use of a school's kitchen will require district food service personnel, at the expense of the Applicant.
4. Applicant is responsible to provide portable toilets for outdoor activities, if deemed necessary by the school district.
5. The Applicant further agrees to reimburse the Wakefield School District for any damage caused by their use of the facilities.
6. The Applicant agrees to observe all regulations (both state and federal) relating to the use of the school facilities.
7. Applicant shall reimburse the Wakefield School District for custodial costs.
8. The School District can at any time suspend or terminate the applicant's use of the School facilities.

9. Applicant agrees to follow all applicable School rules and policies.

FEES

The applicant agrees to pay the total charges no later than 30 days after the completion of the activity. Checks should be made payable to the Wakefield School District.

I/We, the undersigned, have received, read, and agreed to the above aforementioned information and the School Board's Community Use of School Facilities policy.

Applicant's Signature/Title/Organization

Date