

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
(Building/Grounds Use)

This Indemnification and Hold Harmless Agreement ("Agreement") is entered into by and between _____, hereinafter "User" and Chippewa Valley Schools, hereinafter "CVS" on this ____ day of _____, 201__, in Clinton Township, Michigan.

User desires to rent CVS' premises and building as identified in the Community Use of School Facility / Grounds Agreement, for an event to be held on _____, and at other times as mutually agreed upon between the parties. The intent of this Agreement is to indemnify CVS from any claims arising from and relating to User's use and rental of the premises.

For Valuable Consideration, the receipt of which is hereby acknowledged, User and CVS agree as follows:

1. User shall indemnify, defend and hold harmless CVS, its Board of Education and Board Members, in their official and individual capacities, agents and employees, from and against any and all claims, counter-claims, action, losses, suits, debts, demands, judgments, liens, costs and liabilities, including actual attorneys fees and actual expert witness fees, arising out of or in connection with the User's use and occupancy or rental of the premises identified in the Community Use of School Facility / Grounds Agreement also referenced by schedule number ____ regardless of merit including but not limited to injury to persons, including death, or damage to property which may hereafter be asserted by any person, corporation or other entity against CVS. User's actions include the acts of User's agents, representatives, employees, licensees, guests, invitees, students and/or from the User's violation of any of the terms of this Agreement; and
2. User shall release CVS, its Board of Education and Board Members, in their official and individual capacities, agents and employees from any and all claims, liabilities, actions and causes of action arising from or relating to alleged injuries, damages or losses sustained by the User or User's agents, representatives, employees, licensees, guests, invitees and/or students in, on or about the premises of CVS' premises or as a result of the use of the premises; and
3. User shall follow and obey any and all CVS' Board of Education Policies, Rules, Regulations and any specific building regulations, as well as any directives from building administrators or staff.

In the event any claim or suit is brought against CVS within the scope of this Agreement, User shall pay for legal counsel chosen by CVS to defend against the same.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees

incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of the State of Michigan.

WITNESSES:

Dated: _____

FOR THE ORGANIZATION: (User)

By: _____

Its: _____

Dated: _____

WITNESSES:

Dated: _____

CHIPPEWA VALLEY SCHOOLS: (CVS)

By: _____

Its: _____

Dated: _____