



# CARMEL CENTRAL SCHOOL DISTRICT

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## HOLD HARMLESS AGREEMENT (USE OF FACILITIES)

The undersigned hereby agrees to defend, indemnify, and hold harmless the **Carmel Central School District** from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including attorneys' fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in any way connected to the use of District facilities by the contractor/facility user, whether such claims shall be made by an employee of the contractor/facility user or by a third party. Notwithstanding, such obligation shall not extend to any liability, loss, damages, or claims due to the negligence of the District, or any of the District's officers, employees, or agents.

The contractor/facility user covenants and agrees that they will pay all costs and expenses arising there from and in connection therewith, and if any judgment shall be rendered against the Carmel Central School District, in any such litigation, the Contractor/facility user shall at their own expense satisfy and discharge the same. The undersigned, on behalf of the organization and all associated participants, understands and agrees that its use of District property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as "incidental areas"). Contractor/facility user agrees that its indemnity and insurance obligations extend to areas identified in the application and/or permit and any and all incidental areas.

By: \_\_\_\_\_  
(Signature of Authorized Representative of Contractor using Facility)

Print Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

*Cultivating Opportunities*

