

Emery County School District



Policy: KFB-E2—Building Permit and Use Agreement (Commercial)

Date Adopted: 2 March 2005
Current Review / Revision: 17 June 2014

This form is required for the commercial use of Emery County School District property. Commercial use is defined as any use of school district property with the intent of generating a profit.

Contact Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

Type of Activity: _____

Date(s) Requested: _____ How Many People Expected? _____

Name of School: _____

Describe the Rooms & Resources Needed: _____

A certificate of liability insurance must be provided, evidencing coverage of at least \$1,000,000 per incident, \$2,000,000 aggregate. A Building Use Indemnification Agreement and a copy of Policy KFB-R1, "Building Use Rules" must also be signed and given to the school.

Below for Office Use Only

Your request has been: Approved _____ Declined _____

Reason: _____

PERMIT

Your request has been approved for use of District property at: _____

For the following dates / times: _____

The applicable fee is: _____ Certificate of liability insurance has been received: _____

Signed "Indemnification Agreement" and "Building Use Rules" have been received: _____

You are hereby granted this PERMIT to use District property as described above.

Approved by: _____

Date: _____

**Emery County School District
Building Use Indemnification Agreement**

User recognizes and acknowledges that the use of Emery County School District buildings and/or facilities for the commercial purpose described below, and in the accompanying *Building Permit & Use Agreement*, carries risk of personal injury and property damage and User freely assumes the full risk which may be associated with, or result from, all participation in the aforementioned activity.

In consideration of the District's permitted use of buildings and/or facilities as described below, and in the attached *Building Permit & Use Agreement*, to the fullest extent permitted by law User will indemnify, hold harmless and, at the option of the District, defend the District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest from and against all claims, lawsuits, damages, losses and expenses, including but not limited to attorneys' fees and costs of litigation, or other liabilities or losses of any kind or nature whatsoever arising out of or in any way related to the use of the District buildings and/or facilities, as described below, and in the attached *Building Permit & Use Agreement*, by User, its employees, agents, volunteers, attendees, and invitees including, but not limited to, death, bodily injury or damage or destruction to any property of either party to this agreement.

For purposes of this agreement, User agrees that anybody operating, supervising or acting on behalf of User is an agent of User and any act, negligent, intentional or otherwise, of said agent is considered to be an act of User and not the District and any such act will not be considered to be negligence of the District.

User agrees that it shall have no recourse against the District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest and User waives, on behalf of itself and its insurers, if any, any and all rights of recovery, including but not limited to subrogation rights, against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest.

To the extent any part or portion of this indemnity agreement is held to be unenforceable, the parties intend that that part or portion be reformed to be consistent with the law and public policy and that it be enforced to the fullest extent permitted by law and that all other parts be enforced.

This indemnity agreement is not intended to waive any defense available as to third parties under the Utah Governmental Immunity Act.

Commercial Purpose of Building Use Permit: _____

User: _____

Date: _____

District: _____

Date: _____