

# Insurance and Hold Harmless Agreement

## Insurance Requirements

User agrees to maintain, in full force and effect, at Users expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance naming District and the District's Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury, broad form property damage and blanket contractual liability, written on an occurrence basis; (ii) Employers Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) Workers Compensation insurance as required by statutory insurance requirement of the State of California covering all User personnel on the Districts premises during the term of the Facility Use whether said personnel are employed by the User or supplied by persons or entities other than the district, and (iv) automobile liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

User agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, District's Board of Trustees, its officers, agents and employees as Additional Insured under its policy(ies). The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

User shall deliver Certificate(s) of Insurance along with a copy of the Additional Insured Enforcement at least 48 hours in advance of the facility use or the facility permit will automatically be canceled.

## Release, Indemnification and Hold Harmless

User accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the District, the District's Board of Trustees, College of the Canyons Foundation and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (Users, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to Users use of the premises, the adjoining area, including parking lots, including but not limited to Districts, the District's Board of Trustees or College of the Canyons Foundations own active negligence or acts other than fraud, willful misconduct or violation of the law.

User shall submit a completed Save Harmless Agreement and Covenant Not to Sue at least 48 hours in advance of the facility use or the facility permit will automatically be canceled.

All off-campus individuals or organizations must secure and maintain comprehensive general liability insurance in the amount of \$1,000,000 (one million dollars) per occurrence with coverage for incidental contracts for use of any District facility. **Please see above insurance requirements.**

Any individual, group or organization using school property for Civic Center or other purposes shall hold the District, its Board of Trustees, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. School property shall be protected from any damage or mistreatment, and permittees shall be responsible for the condition in which they leave the school building. In case school property is damaged, the cost thereof shall be paid by the permittee. At the District's discretion, a one-time facility use for a classroom-type meeting may be permitted without requiring an insurance certificate.