



## HOLD HARMLESS AND LIABILITY INSURANCE AGREEMENT

I/we, the undersigned, hereafter referred to as “Agency,” states that it shall hold the Des Moines Independent Community School District, hereafter referred to as “District,” harmless from any and all damages and claims that may arise by reason of any negligence on the part of the Agency or the District, and its officers, employees, or agents, in the use by the Agency of any facilities owned by the District; and in case any action is brought therefore against the District or any of its officers, employees, or agents, the Agency shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the District reserves the right to defend such action and to charge all costs, including attorneys’ fees, to the Agency.

The Agency shall carry commercial general liability insurance with a minimum limit of \$1,000,000 Combined Single Limit for each occurrence with a \$2,000,000 aggregate. This liability insurance will cover all premises and operations occurring on district property, including operations by any independent contractors, as well as contractual liability that would apply to the hold harmless agreement noted above. The insurance outlined above shall be written by companies admitted to do business in the State of Iowa, and acceptable to the District.

The certificate of insurance shall be filed with the Community Education Office, 2100 Fleur Drive, Des Moines, Iowa 50321 or e-mailed to [comm@dmschools.org](mailto:comm@dmschools.org) at least five (5) days prior to the event or facility usage. The District reserves the right to require increased limits depending on the nature of the use contemplated by the group seeking to use DMPS property. Facility reservations cannot be committed until a valid certificate of insurance is received at the Community Education Office. Approval of a request does not imply the endorsement or sponsorship by the Superintendent, Board or the District.

This policy must clearly state the DES MOINES INDEPENDENT SCHOOL DISTRICT, 2100 FLEUR DRIVE, DES MOINES, IOWA 50321 is listed as an additional insured. The certificate will not be acceptable if the requesting organization is the only insured listed.

## GROUP REPRESENTATIVE RESPONSIBILITY AGREEMENT

I/we, the undersigned, hereby certify that I/we shall be personally responsible, on behalf of my organization for any damages sustained to the school premises, furniture, grounds or equipment occurring through the occupancy of said premises by our organization

I/we agree to abide by and to enforce the rules, regulations and policies of the Des Moines Independent Community School District governing the use of the school premises or equipment. These rules and policies include:

1. Alcoholic beverages, controlled substance (drugs), tobacco products and firearms are not permitted in District buildings or on surrounding District grounds.
2. Disruptive or illegal activity, including obscene language, quarreling or fighting, is prohibited.
3. No food or drinks are allowed in classrooms, hallways, gyms or rest rooms. Food and drink are permitted only with prior approval by the high school Activity Director or Community Education Coordinator. Likewise, there is absolutely no access to kitchen facilities without prior approval.
4. Children must have adult supervision at all times. Running through halls or entering areas that were not requested for use is prohibited.
5. Outdoor sports, including softball, baseball, tennis and soccer, are prohibited in gymnasiums. Proper gym shoes are required of all participants.

6. Users will arrive and depart at times noted on the permit. Users will follow directions of building managers, custodians or other DMPS staff on site.
7. Facilities will be left in the same condition in which they were found and trash will be removed.

I/we agree that in the event that we do not show for our scheduled time and do not notify Community Education of cancellation 24 hours prior to scheduled use, we shall be charged all costs of original contracted usage, including rental and personnel.

I/we agree that the district reserves the right to cancel or postpone any activity, due to conflict, disregard of policies, or other uncontrollable circumstances.

_____	By _____
Group/Organization Name	<i>Signature of Authorized Representative</i>
Phone _____	_____
	<i>Printed Name</i>
Address _____	E-mail _____
_____	Date _____
	Building. _____