



LEA Facility, Equipment, Vehicles Use Agreement

Indemnification And Hold Harmless Agreement

ORGANIZATION / DEPARTMENT/ AGENCY NAME (hereafter “Agency” and its officials, employees, agents, invitees and the like, in consideration for being allowed to use facilities and/or equipment/vehicles at Gateway Technical College’s Law Enforcement Academy (hereafter “LEA”) including **LOCATION(S)** on or about **DATE from TIME** for the purpose of training, does agree to indemnify, defend and hold harmless Gateway Technical College (hereafter “GATEWAY”) and its officials, employees, agents and the like from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of Agency’s use of the property and/or equipment/vehicles for said training purposes. In addition to the foregoing, Agency’s indemnification of GATEWAY under this agreement shall also include any claims made by Agency’s students, instructors, invitees or their heirs, assigns and the like arising in any way out of the use of the GATEWAY facilities and/or equipment/vehicles when caused in whole or in part by any negligent act or omission of Agency, any one directly or indirectly employed by Agency, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of GATEWAY.

Assumption Of Risk

Agency further acknowledges that its officials, employees, agents, invitees and the like will access and use GATEWAY’s LEA facility and/or equipment/vehicles at their own peril and no warranties or representations of any kind have been made by GATEWAY with regard to the condition or safety of the facility and/or equipment/vehicles. Agency shall be solely responsible for advising its officials, employees, agents, students, invitees and the like of this provision prior to their entry and use of the facility and/or equipment/vehicles.

Damage To Facility And/Or Equipment/Vehicles

Agency agrees that if GATEWAY facility(s) and/or equipment/vehicles are damaged during use of the same, the facility and/or equipment/vehicles will be repaired at Agency’s expense and at no cost to GATEWAY. Repairs, if necessary, shall be made by a qualified entity of GATEWAY’s choosing.

Agency agrees that if Agency’s equipment/vehicles are damaged during use of the same, the Agency’s equipment/vehicles will be repaired at Agency’s expense and at no cost to GATEWAY.

General Insurance Requirements

Certificate of Insurance. The Agency will be required to provide a certificate of insurance to Gateway Technical College prior to the commencement of the use of facilities and/or equipment/vehicles at Gateway Technical College.

Additional Insured Requirement. Name Gateway Technical college as an additional insured with respect to the use of facilities and/or equipment/vehicles at Gateway Technical College's LEA with detail provided for dates/time period.

Coverage Amounts Required.

Commercial General Liability Coverage

- \$1,000,000 per occurrence
- \$3,000,000 aggregate

Comprehensive Automobile Coverage

- \$1,000,000 combined single limit

Worker's Compensation and Employers Liability

- Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease – Each Employee
- Must include coverage for occupational disease, sickness and death
- Must include Broad Form All States Endorsement/other states endorsement

Additional Requirements

- Must include: Premises and Operations Liability
- Must include: Explosion, Collapse and Underground Coverage
- Must include: Broad Form Blanket Contractual
- Must include: Personal Injury (Group A, B, C) and delete Employment exclusion
- Must include: Product and Completed Operations Coverage
- Must include: Broad Form Property Damage including Completed Operations
- Must include: Independent Contractors Coverage (Owners & Contractors Protective)

Gateway Technical College requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.

THE UNDERSIGNED HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND UNDERSTANDS THAT CERTAIN LEGAL RIGHTS ARE OR MAY BE FORFEITED BY VOLUNTARILY SIGNING THIS AGREEMENT BELOW.

By Agency:

Signature

Date

Name

Title

By Gateway Technical College

Signature

Date

Name

Title