

**North Adams Public School
Insurance and Indemnity Agreement**

_____ agrees to defend, indemnify and hold harmless the North Adams Public Schools and the City of North Adams, their officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's use of the North Adams Public Schools' facilities, furniture or equipment, for the set up and operation of trapeze equipment and program. The undersigned further agrees to provide a Certificate of Insurance for liability coverages and limits, including an Additional Insured Endorsement naming the North Adams Public Schools and the City of North Adams.

_____ agrees to defend, indemnify and hold harmless the North Adams Public Schools and the City of North Adams and their directors, officers, and employees with respect to a claim arising from an actual or alleged act, failure to act, error, or omission in the performance of its obligations under this Agreement or any governing law or regulation.

_____ shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is co-equal with its indemnity obligations. This shall include, but not necessarily be limited to:

(1) Broad form commercial general liability insurance (including, as appropriate, products coverage if goods are being provided, and completed operations coverage, if construction related services are being provided)

(2) Personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and

(3) Professional liability/errors and omissions (if legal, accounting, consulting, IT consulting, or similar professional services are provided).

The limit of liability for such coverage shall be no less than \$1,000,000.00 per claim/occurrence, \$2,000,000.00 aggregate and its directors, officers, and employees, to the extent of the owed indemnity obligations, shall be named as "additional insureds" under such policies. _____ shall also maintain workers' compensation and employers' liability insurance.

Printed Name of User or Group Representative: _____

Signature: _____

Mailing Address: _____

Date: _____