

**TOWN OF MONTVILLE USE AND
INDEMNIFICATION AGREEMENT**

The Organization has requested, and the Town has approved, the Organization's use of _____, including restroom and parking facilities, for the purpose(s) of _____. Neither the Organization, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the property covered by this Agreement.

The Organization shall fully indemnify, defend and hold harmless the Town of Montville and/or the Montville Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Organization, and even if caused by the negligence of the Town and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Organization or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, volunteers, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Organization Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this agreement, out of the Organization's or Organization's Parties' Acts concerning its or their duties and obligations as set forth in this agreement, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Organization or any Organization's Parties.

The Organization hereby covenants and agrees that the Town/City and/or the Board of Education shall be endorsed on the Organization's policies of insurance as additional insured.

The Organization hereby further covenants and agrees to obtain a policy of insurance, which shall insure Organization, as well as Town, against all claims for injuries to persons or for death occurring in or about the property, in the amount of at least ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00), and against all claims for damages to or loss of property occurring in or about the property in the amount of at least TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00), and workers compensation in statutory limits, containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town and/or Board of Education or any of their officers, employees, agents, servants and volunteers

The Organization hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Organization's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Organization's insurance carrier will waive all rights of subrogation against the Town and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Organization hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

At all times, the Organization and its guests and invitees, shall comply with the Town's rules, regulations, and policies. The Organization and its guests and invitees shall (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the Town's employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The Organization is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, volunteers, participants, as well as any other individual who will attend or view the contemplated activities, comply with these requirements.

The Organization shall, at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the Organization's intended use of the Town's property. Organization shall ensure that the Town's property is not altered, modified or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the Town, be a basis to immediately terminate this Agreement.

The Organization hereby further shall clean and disinfect the area used by the organization immediately after its use to include but not limited to tables, chairs, door handles, bathroom fixtures, light switches and any other touch points the user has access to in accordance with CDC guidelines found on its website <https://www.cdc.gov/coronavirus/2019-ncov/community/cleaning-disinfecting-decision-tool.html>

The (organization) _____ has reviewed and will adhere to the State of Connecticut's most recent guidelines in regard to the REOPEN CONNECTICUT Sector Rules as it relates to the COVID-19 Pandemic. Failure to adhere to the guidelines may result in loss of field or property usage.

The Organization agrees that while using the property, it will not discriminate on the basis of race, color, sex, religion, creed, national origin, ancestry, age, marital status, sexual orientation, political affiliation or because the employee is a veteran or a qualified individual with a disability.

Signature of Authorized Person for Organization

Name

Street

City/State

Date