

# Facility Rental - Indemnity Agreement

**To: Cedars Christian School** (the "School")

**From:** \_\_\_\_\_ (Name of person or organization, the "Operator")

**Re: Use of Cedars Christian School located at 600 Preston Road** (the "School Property")

In consideration of the School permitting the Operator to make use of the School Property, the Operator agrees as follows:

1. Unless otherwise waived, and so long as the Operator is making use of any part of the School Property, the Operator will take out and keep in force commercial general liability insurance coverage against personal and bodily injury, including death, together with property damage coverage, with respect to the Operator's business and the Operator's use of the School Property or any portion thereof, such coverage to be on an occurrence basis and to have a limit of not less than \$3,000,000 in respect of any one occurrence. The Operator's insurance shall include the School as an additional named insured, and shall contain cross-liability and severability of interest provisions as well as a waiver of any subrogation rights which the Operator's insurer may have against the School, its directors, officers, trustees, employees, members and volunteers. The Operator will provide a certificate of insurance to the School prior to making use of any portion of the School Property, and shall provide replacement certificates of insurance from time to time prior to expiry of any policies of insurance.
2. The Operator shall indemnify and hold harmless the School and its directors, officers, trustees, employees, members and volunteers from and against every demand, claim, proceeding, cause of action, judgment and expense, and any other loss or damage, arising from any injury or damage to the person or property of the Operator, its directors, officers, agents and employees and any person entering upon the School Property under the express or implied invitation of the Operator, including but not limited to any bodily injury to any individual (including death) occasioned in any way during the time that the individual is on the School Property pursuant to the express or implied invitation of the Operator.
3. The Operator hereby waives any and all claims and rights, including causes of legal action, which the Operator may otherwise have against the School, its directors, officers, trustees, employees, members or volunteers, or any of them, in any way arising out of or connected to the use of the School Property by the Operator.

The Operator acknowledges having read the foregoing and fully understands the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Operator)