TOWN OF NANTUCKET / NANTUCKET PUBLIC SCHOOLS
16 BROAD STREET 10 SURFSIDE ROAD
NANTUCKET, MA 02554 NANTUCKET, MA 02554

- HOLD HARMLESS INDEMNITY and INSURANCE AGREEMENT -

Agreement between the above-referenced and_____, hereinafter the Applicant.

In consideration of permission to use the public facility described below, the Applicant agrees to save and hold the Town of Nantucket, Nantucket Public Schools, its agents, servants, and employees harmless from any and all liabilities or costs and expenses arising out of the use, loss of use of the described premises and/or property or equipment by the Applicant, the Applicant's guests, and/or other persons.

The Applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable), and that the permission is valid only for the activity herein described. Notwithstanding the foregoing, the Hold Harmless agreement shall be applicable to any claim asserted against the Town of Nantucket and/or Nantucket Public Schools, its agents, servants, and employees, and for any loss incurred arising out of the Applicant's activity whether or not such claim or loss extends beyond the permitted type or locale of activity or occurs on a different date than specified. The Town and School are not responsible for any loss of or damage to and/or loss of use of Applicant's equipment. The Applicant is responsible for all of their equipment or property while on school premises.

The Applicant shall provide to the school prior written proof of Commercial General Liability insurance in the minimum required amount of $1,000,000 CSL (combined single limit) with the Town & County of Nantucket and Nantucket Public Schools added as additional insureds.

Should the Applicant hire contractors and/or other specialists who will be doing the installation and renovations on town/school property, the Applicant is responsible for their insurance or making sure these individuals show proof of insurance prior to starting any work along with naming the town and school as additional insureds and giving proof to the school prior to work being started. A minimum insurance requirement is not less than $1,000,000 general liability, fire damage legal liability, umbrella/excess liability, auto owned, non-owned or hired liability and statutory workers compensation and employers liability insurances.

The Applicant hereby indemnifies Town of Nantucket and Nantucket Public Schools and assumes full responsibility for any risk as stated in this agreement and for any risk of bodily injury, death, property damage, loss, liability, or cost and expenses that may occur arising out of or related to Applicant's use of or loss of use of these premises.

Applicant's Use of Premises: _____
_____
_____
_____

Date of Use: ____ / _____ / _____

Premises:
_____
_____

Applicant Signature: _____

Date of Signature: ___ / _____ / ____