

Hyde County Schools
PO Box 217
Swan Quarter, NC 27885
Phone: 252 926-3281

**COMMUNITY USE OF SCHOOL FACILITIES
INDEMNIFICATION, INSURANCE COVERAGE, AND CRIMINAL BACKGROUND CHECK
AGREEMENT**

Individual or organization requesting facility _____

Contact name, telephone number and extension _____

Facility or area requested _____

Date(s) of event _____

Hour(s) of event _____

INDEMNIFICATION

As a condition of permission to use the above described school district property on the date and time indicated, contracting parties hereby agree to defend, indemnify and hold harmless the Hyde County Board of Education, its officers, employees and agents from and against any and all demands, claims, actions, proceedings, liabilities, damages, costs, or expenses including, but not limited to, reasonable attorney fees, without limitation, and court costs and disbursements, whenever made and however asserted, arising at any time in connection with this agreement from or relating in any way to: (1) any negligent or intentional act or omission of the Hyde County Board of Education, or any of its managers, officers, employees, agents, invitees, contractors or subcontractors; and (2) any and all other costs, expenses, attorney fees and liabilities incurred by the Hyde County Board of Education in defense of any such claims, demands, actions, or proceedings whether the same proceeds to judgment or not. Contracting parties agree, upon written request of the Hyde County Board of Education, to defend any action or suit brought against the Hyde County Board of Education on any claim or demand associated in any way with this Agreement. In the prosecution of any successful lawsuit by the Hyde County Board of Education for the enforcement of this and any other provision of this Agreement, contracting parties agree to pay the Hyde County Board of Education's reasonable attorney fees and any other costs of suits incurred therein.

INSURANCE COVERAGE

Contracting parties may be required to furnish a certificate of insurance for general liability coverage, naming the Hyde County Board of Education as an additional insured, and evidencing general liability coverage in the amount of \$1,000,000. These contracting parties must agree to maintain insurance coverage during the time they are using school facilities.

Hyde County Schools
PO Box 217
Swan Quarter, NC 27885
Phone: 252 926-3281

School-sponsored parties and community-based parties will not be required to submit a certificate of insurance if waived by the Superintendent.

CRIMINAL BACKGROUND CHECK

If the event contracting parties are holding on school property involves working directly with students, the Hyde County Board of Education requests contracting parties to be subject to criminal background checks. Under North Carolina law, all contracted parties who have direct interaction with students as part of their event are required to undergo an annual check through the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry. This includes all volunteers or others who may be used by the contracting parties to perform the duties or services associated with the contract. As a term of this Agreement, said annual checks will be performed by the contracting parties and the results will be reported to the Superintendent as part of this facilities use agreement. The Board of Education prohibits any person listed on such Registries from having direct interaction with students.

I, _____ [name of party representative], as the authorized representative of _____ [name of party] have read, understand and agree to adhere to the above requirements for indemnification, insurance coverage, and criminal background checks.

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this ____ day of _____, 20__.

Notary Public
My Commission Expires: