

**North Wasco County
School District 21**

Code: **KGF-AR**
Revised/Reviewed: 5/19/16

Equipment and Materials Use Agreement

Organization/Group requesting use of equipment/materials: _____
Contact Person _____
Home Phone No. _____ Work Phone No. _____ Cell No. _____
Billing Address _____ Email _____

EQUIPMENT/MATERIALS REQUESTED

Describe the specific equipment/materials requested, purpose for request and location equipment/materials are to be used:

Date(s) Requested _____

CONDITIONS OF USE

- District equipment/materials may only be used if equivalent equipment/materials cannot be rented within The Dalles community or unless it is for a community event that will be of benefit to the school and its students.
- Use of district equipment/materials must be within 15 miles from the equipment/materials pickup location.
- The organization/group requesting use of the equipment/materials shall be solely responsible for transportation of the equipment/materials. The manner of transportation must be approved in advance by the district.
- Approval of the use of district equipment/materials shall be at the sole discretion of the district’s School Board.
- The organization/group requesting use of district equipment/materials shall provide proof of liability insurance in the amount of \$2,000,000.00 if the requested use is in the state of Oregon, and \$3,000,000.00 if the requested use is in the state of Washington, at the time application for equipment/materials use is made to the district and naming North Wasco County School District No. 21 as an additional insured on said policy.
- The rights of use under this agreement shall not be assigned by the organization/group to any other individual or entity without the express written consent of the district School Board.
- The organization/group, by signing this Equipment and Materials Use Agreement, agrees that it will indemnify and agrees to defend and hold the district and its employees and agents harmless for, from, and against (1) any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims, judgments or appeals arising from any bodily injury to or death of any person or persons or any damage to any property as a result of the use or control of the district’s equipment/materials by the organization/group, or any authorized assignee of the organization/group; and (2) from and against all reasonable legal costs and charges, including reasonable attorney and other reasonable professional fees, incurred in and about any of such matters and the defense of any action arising out of the same. The provisions of this section shall survive the expiration of this use agreement with respect to any matter occurring as a result of the organization/group’s use of district equipment/materials.

I have read and understand this agreement and the above listed CONDITIONS OF USE with apply to the use of North Wasco County School District No. 21 equipment/materials. North Wasco County School District No. 21 reserves the right to cancel this agreement if the user violates any requirements of this agreement or if usage of the equipment/materials is deemed irresponsible and/or unsafe in the sole discretion of the district.

Authorized Representative of Organization/Group

Date

Board Chair, North Wasco County School District No. 21

Date