

Vashon Island School District #402
Limited Hold Harmless and Indemnity Agreement for Volunteers and Employees
Providing Private Vehicles for School Business

THIS AGREEMENT is entered into by and between Vashon Island School District #402, hereinafter referred to as "School District", and the below designated volunteer or employee, hereinafter referred to as "Vehicle Owner".

The School District desires to obtain the benefit of-allowing private Vehicles owned by volunteers and employees of the School District to be utilized by them in conjunction with selected school business and activities and desires to promote such activity by providing a limited hold harmless and indemnity agreement for the benefit of such volunteers and employees under the terms and conditions specified herein.

Therefore, it is agreed as follows:

1. Name of Vehicle Owner: _____
Address of Vehicle Owner: _____
Vehicle Owners position with School District:
(If volunteer, specify services provided) _____
2. Identification of Vehicle:
Make:_____ Model:_____ Year: _____
Driver's License # _____ License Plate: # _____
3. Vehicle owner's Insurance:
Insurer: _____ Policy#: _____
Vehicle Owner's policy provides (see paragraph 6 below):
[] \$100,000 bodily injury each person per occurrence
[] \$300,000 total bodily injury per occurrence
[] \$50,000 total property damage per occurrence
or [] \$300,000 single limit, bodily injury and property damage
4. Use of Vehicle:
Describe school business/activity and use of
vehicle: _____

Number of students to be transported:_____ The vehicle **must** have sufficient seat belts to insure that all students/riders in the vehicle wear seat belts during the school business/activity.

Destination: _____

Date of transportation: _____

5. **Hold Harmless and Indemnity:** Subject to the terms and conditions contained in this agreement, the School District agrees to hold the Vehicle Owner harmless and to indemnify the Vehicle Owner for liability, loss or damage which the Vehicle owner may suffer arising out of the authorized use of the vehicle for purposes set forth above under the policies and guidelines of the School District.

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Other Insurance: The School District's obligation to indemnify and hold the Vehicle owner harmless shall only extend to liability, loss or damage in excess of the amounts of the Vehicle Owner's automobile insurance policy identified above and after the benefits of all other insurance have been first applied to the loss. -

Maximum Limit on Liability: The obligation of the School District to indemnify and hold the Vehicle Owner harmless shall only extend to liability, loss or damage in the maximum amount of the limits of the School District's primary insurance policy, which is one million dollars per occurrence.

6. *Vehicle Owner's Insurance:* The Vehicle Owner warrants and represents that Vehicle Owner's insurance policy, identified above, provides either minimum policy limits of \$100,000 bodily injury for each person injured in any occurrence, \$300,000 total bodily injury for each occurrence and \$50,000 for property damage arising out of each occurrence; or an insurance policy with minimum policy limits of \$300,000 single limit bodily injury and property damage. The specific type of insurance policy has been designated above by checking the appropriate box reflecting which of the minimum policy limits is applicable.
7. *Notice of Change:* If there is any change in any of the information filled in above, the Vehicle Owner shall promptly notify the School District of such change.
8. *Termination of Agreement:* This Agreement may be terminated by either party at any time upon notice to the other party. The Agreement shall terminate without any notice upon the completion of the school business or activity identified in the Agreement. -
9. *Notices:* Any notices pursuant to this Agreement shall be in writing and shall be given by personal delivery or by mailing through the U. S. mail, regular mail, postage prepaid at addresses set forth in this Agreement or at such other address known to the party giving the notice.
10. *Notice of Claim:* The Vehicle Owner shall promptly provide the School District with a notice of any claim for liability loss or damage under this Agreement within fifteen (15) days following the date upon which the Vehicle Owner knew or reasonably should have known of the existence of such liability, loss or damage.
11. *Reimbursement:* Vehicle Owner will only be reimbursed for expenses as provided in applicable Vashon Island School District School Board Policy.

Date: _____

Vehicle Owner Signature: _____

VASHON ISLAND SCHOOL DISTRICT #402

Signature: _____

Position: _____