

INSURANCE REQUIREMENTS TO BOOK AN EVENT AT THE CURTIS CULWELL CENTER

I. INSURANCE

- 1.01 *Non-District School Related Groups' and Supportive Community Based Organizations'* Lessees shall be required to procure, pay for, and maintain, with respect to the use of the leased premises, for the duration of the lease or any extension thereof, General Liability Insurance, issued by a company or companies qualified to do business within the State of Texas, and with a Best Financial rating of A=VIII. All policies must be in the standard form of coverage as filed with and approved by the commissioner of insurance for the State of Texas. *Non-District School Related Groups and Supportive Community Based Organizations'* applicants will not be issued a Lease Agreement until he/she has obtained all insurance coverage as required, confirmed by a *Certificate of Insurance* showing GISD and the Curtis Culwell Center as an additional insured, and such insurance has been approved by the General Manager.
- 1.02 *Comprehensive General Liability* – Lessee shall have and maintain during the life of the Lease Agreement such Bodily Injury Liability Insurance and Property Damage Liability as shall protect him/her from claims for bodily injury and property damage arising from the Lessee's operations under the Lease Agreement, whether such operations by himself/herself or by any subcontractor of said Lease Agreement, and all his/her subcontractors performing work under the Lease Agreement. The *Bodily Injury Liability Insurance* shall pay on behalf of the insured all sums up to the limits provided by the policy to which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than an employee of the Lessee and caused by an occurrence. The *Property Damage Liability Insurance* shall pay on behalf of the insured all sums up to the limits provided by the policy to which the insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence. This shall include any damage done to the Curtis Culwell Center.
- 1.03 The *Certificate of Liability Insurance* shall clearly indicate the following:
- A. *Insurance Agency* – Name of agency, address, and telephone number
 - B. *Insurance Company* – The full name of the company that holds the coverage along with the address and telephone number
 - C. *Insured Name* – Lessee name and address
 - D. *Property Damage Coverage*
 - (1) "All Risk" Physical Damage Insurance

- (2) Include: Policy number, effective date, and expiration date of coverage
 - (3) Named "Loss Payee"
 - (4) Endorsement giving 30 days' written notice of any changes or cancellation
 - (5) LIMITS: The full replacement value of the equipment
- E. *General Liability Coverage*
- (1) Include: Policy number, effective date and expiration date of coverage
 - (2) Endorsement giving 30 days' written notice of any changes or cancellation
 - (3) LIMITS:

Bodily injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence
Combined Single Limit	\$1,000,000 per occurrence
- F. *Certificate Holder* should be named as follows:
- Garland Independent School District
 - dba Curtis Culwell Center
 - 4999 Naaman Forest Blvd.
 - Garland, TX 75040

1.04 The General Manager may require *Non-District School Related Groups and Supportive Community Based Organizations'* users to have additional coverage including, but not limited to the following:

- A. *Products & Completed Operations Liability* – Depending on the scope of the event, the Lessee may be required to provide such Products & Completed Operations Insurance as shall protect him/her from liability arising out of the Lease Agreement and including those products involved in the work for which he/she is responsible.
- B. *Comprehensive Automobile Liability* – Depending on the scope of the event, the Lessee may be required to have and maintain *Comprehensive Automobile Liability Insurance* during the life of the Lease Agreement on all Lessee owned vehicles which will be involved in any loading or unloading operations on the premises.
- C. *Workers' Compensation and Employers' Liability* – Depending on the scope of the event, the Lessee may be required to have and maintain *Workers' Compensation and Employers' Liability Insurance* conforming with the requirements of the laws of the State of Texas.
- D. Applicants with any or all of these insurance requirements will not be issued a Lease Agreement until he/she has obtained all insurance coverage as required, confirmed by *Certificates of Insurance* showing GISD, and the Curtis Culwell Center as an additional insured and such insurance coverage has been approved by the General Manager.

- 1.05 The General Manager may waive the requirement that a Lessee procure and maintain *General Liability Insurance* if the scheduled event is so limited in size, scope, and duration, that the potential risk of injury and/or damage is minimal.
- 1.06 All original insurance documentation must be received prior to the issuance of a Lease Agreement. Insurance coverage is to be maintained and updated throughout the term of each Lease Agreement. Insurance renewal documentation must be forwarded to the Curtis Culwell Center each year, or as needed.

II. INDEMNIFICATION

2.01 The Garland Independent School District assumes no responsibility for the actions, omissions, negligence or oversight of the Lessee or its agent(s), representatives, or employees which results in damage of property or injury to persons arising from any and all claims that could be made against the Lessee. The Lessee shall agree to release, indemnify and save the Garland Independent School District harmless from said claims.

2.02 The Lessee shall indemnify and hold harmless the GISD, its members and the Curtis Culwell Center staff, including the General Manager and all officials or employees, of the aforementioned entities thereof from any claim, action, liability, loss, damage or suit arising out of or related to the Lessee's use and/or rental of the Curtis Culwell Center. In the event of any asserted claim, the Lessee shall, at its own expense, defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder.

In the further event that the Lessee fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the Lessee, and expenses and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The Lessee further agrees to pay all reasonable attorney fees necessary to discharge said claim.

2.03 The Lessee acknowledges that the Garland Independent School District shall not be liable or responsible to the Lessee, its employees or agents for defects in, or failure of, equipment or premises which occur during the occupation and use of Garland Independent School District facilities by the Lessee. Further, the Lessee does indemnify and hold the Curtis Culwell Center, its officials and employees harmless from any claims, damages or lawsuits arising from the use of Curtis Culwell Center facilities and/or equipment by the Lessee or its agents or employees. In the event of any asserted claim, the Lessee shall, at its own expense, defend, protect, and save harmless the aforementioned entities against said claim or any loss of liability hereunder. In the further event that the Lessee fails to so defend and/or hold harmless,

- 2.04 then in such instance the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the Lessee, and with full rights to recourse against the Lessee for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount of duration. The Lessee further agrees to pay all reasonable attorney fees necessary to discharge said claim.
- 2.05 The Lessee shall be responsible for any and all damages to the buildings, furnishings, fixtures, or equipment sustained from use and/or occupation of same by the Lessee whether caused by the Lessee, its agents or any other persons connected with the Lessee's function including patrons or guests. Charges to the Lessee for such damage will be equal to the cost of repairs and/or replacement.
- 2.06 **Lessee waives any and all claims and/or causes of action against Garland Independent School District, its officials and employees, for any and all damages, costs, and/or fees including, but not limited to, lost profits, consequential, special, exemplary, punitive, direct, and/or indirect damages, arising out of or related to any required re-scheduling of Lessee's reservation, regardless of status, due to a determination by the Garland Independent School District that the Curtis Culwell Center is needed for school purposes during the reserved time.**
- 2.07 Proof of insurance is not required for *District* events.