



## Facilities Improvement Project Agreement Form Eugene School District 4J

(To be submitted after project is approved)

1. Lead Volunteer \_\_\_\_\_
2. Project location \_\_\_\_\_
3. Project description \_\_\_\_\_
4. If project involves only the use of small tools, such as: hand tools, shovels, picks, rakes, small lawn mower, chain saw, small roto-tiller, etc., please check here (  ). No insurance is required.
5. If project involves larger equipment such as: bobcats, backhoes, loaders, dump trucks, etc., please check here (  ) and read conditions listed below. Insurance is required by all operators of this equipment and each must submit a copy of this form. Insurance and hold harmless conditions must be met and agreed to.

### **Insurance:**

The Volunteer shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The District, its employees, officials and agents will be named as an additional insured as respects to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance will be primary over any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions and limits must be approved by the District's Risk Manager.

### **Evidence of Coverage:**

Evidence of the above coverage issued by a company satisfactory to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation of material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this project.

### **Hold Harmless:**

To the fullest extent of the law, the Volunteer will defend, indemnify, hold harmless and reimburse Eugene School District 4J (including its officers, board members, agents, and employees) from all claims, demands, suits, actions, penalties, damage expenses for liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Volunteer, the Volunteer's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by Eugene School District 4J.

6. Lead volunteer acknowledges that 4J School District is not responsible for loss or damage to tools and equipment belonging to volunteers or materials and supplies used in the approved project. Lead volunteer agrees to communicate this to all volunteers assisting with this approved project.
7. 4J, at its sole discretion, reserves the right to immediately stop any project that involves unapproved material or construction techniques or if standard safety practices are not followed.

\_\_\_\_\_  
Signature of Lead Volunteer

\_\_\_\_\_  
Date