

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

HOLD HARMLESS AGREEMENT

The CONTRACTOR understands and acknowledges that the Twin Falls School District normally requires all Contractors to secure certain insurance coverage evidenced by a Certificate of Insurance.

The CONTRACTOR certifies that the CONTRACTOR has not secured insurance coverage of the types and in the amounts required for this Agreement.

Therefore, the CONTRACTOR, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the CONTRACTOR by the Twin Falls School District and in consideration of the Twin Falls School District's agreement not to require the CONTRACTOR to secure the insurance coverage customarily required of contractors, covenants with the Twin Falls School District and its successors, representatives, and assigns, as follows:

1. The CONTRACTOR covenants to save, defend, keep harmless and indemnify the Twin Falls School District, and all of its agents and employees (collectively, the "Twin Falls School District") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from arising out of, or in any way connected with the CONTRACTOR'S performance of the Agreement terms or its obligations under the Agreement.
 - a. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the Twin Falls School District determines that the covenants described in paragraph 1, above, shall no longer be necessary.
 - b. In executing this Exhibit, the CONTRACTOR represents and warrants that the CONTRACTOR has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the Twin Falls School District described in paragraph 1, above. In executing this Exhibit, the CONTRACTOR expressly reserves any and all rights that the CONTRACTOR may have against any person, firm, or corporation other than the Twin Falls School District, its successors, representatives, and assigns.
 - c. By signing this waiver I understand that the district insurance does not extend to me or my company and that I will be responsible for any charges assessed to the Twin Falls School District by this contract not covered by contractor for workers compensation or liability and as the contractor signed below, I will pay upon receipt of notification of any charges assessed to the District on behalf of my services.

School Principal _____ Organizer _____

ACCEPTED BY:

CONTRACTOR NAME:

Twin Falls School District

Name _____

Name _____

Signature _____

Signature _____

Title _____

Title _____

EIN or SSN _____

Date _____

Date _____

