

**Bus Use Indemnity Agreement between _____ School District
and _____ (governmental entity)**

Pursuant to Legislative authorization in Utah Code Ann. §41-12a-301, the governmental entity, _____ (hereinafter "User"), and _____ School District (hereinafter "the District") have agreed that User may use ____ (number) of the District's buses on _____, 201_, for the purpose of _____.

In consideration of the District's allowance of the school bus use, User agrees:

- 1) to indemnify, hold harmless and defend the District for any claim that arises from the school bus use including a claim directed at the District, unless the claim arises from the sole negligence of the school district, and, at the option of the District, to defend the District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, including the State of Utah Division of Risk Management, and any successors in interest, from and against all claims, lawsuits, damages, losses and expenses, including but not limited to attorneys' fees and costs of litigation, or other liabilities or losses of any kind or nature whatsoever arising out of or in any way related to the use of the District's buses by User, its employees, agents, volunteers, attendees, and invitees, including, but not limited to, death or bodily injury to any passenger in a District vehicle, or damage or destruction to any property of either party to this agreement;
- 2) to provide, prior to the use of the buses, a certificate of insurance to the District showing that User has owner's or operator's security as the primary insurer to cover the school bus use in an amount that is greater than or equal to the governmental immunity liability limits set forth in Utah Code Ann. §63G-7-604 and Rule R37-4-3 Limitations of Judgments by Calendar Date;
- 3) In the event drivers other than those employed by the District are used during the period of use, User agrees to hire qualified and competent drivers for all trips and make any drivers of the school buses (including the District's drivers, if District drivers are used), agents of User and named insureds or permissive users under the User's policy. Any act, negligent, intentional or otherwise, of a driver during the use will be considered to be an act of User and not the District, and any such act will not be considered to be negligence of the District;
- 4) that the buses will not leave the State of Utah at any time or for any reason;

- 5) that User will reimburse the District in accordance with the schedule set by the District to include fuel, depreciation, and other incidentals, and User will not commit, nor suffer to be committed, any destruction or damage beyond reasonable wear and tear, shall maintain and return the buses in a clean and safe condition, and shall reimburse the District within thirty (30) days of receipt of a written invoice for any out-of-the-ordinary clean-up or damage incurred as a direct result of the User's use of the buses.
- 6) that the buses will not be rented or given by User to any third party, nor shall this agreement be assignable to a third party; and
- 7) that User shall have no recourse against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest, and User waives on behalf of itself and its insurers, if any, any and all rights of recovery, including but not limited to subrogation rights, against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest.

To the extent any part or portion of this indemnity agreement is held to be unenforceable the parties intend that that part or portion be reformed to be consistent with the law and public policy and that it be enforced to the fullest extent permitted by law and that all other parts be enforced.

This indemnity agreement is not intended to waive any defense available as to third parties under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et. seq. and constitutes an integration of the entire understanding and agreement of the parties, and all prior negotiations, discussions, statements, agreements and understandings are merged herein and superseded hereby. Any statement, representation, warranty, promise or condition not specifically set forth herein, including exhibits, or any contractual rights set forth separately, not contained herein, shall not be binding upon any of the parties to this Indemnity Agreement.

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least thirty (30) days prior written notice.

_____ Date _____
District

_____ Date _____
User