

**Hagerstown Community College
Career Expo Facility Use Agreement**

1. The USER shall indemnify, defend, and save harmless the Board of Trustees, its employees, and its agents for any and all suits, legal actions or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error, omission, fault, or negligence, whether active or passive, by USER or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the Agreement.
2. The USER agrees to obtain, at its own expense, insurance for Bodily Injury and Property Damage Liability, including Products/Completed Operations. Minimum coverage for Bodily Injury and Property Damage General Liability and shall be \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. In addition, Automobile Liability for owned, hired and non-owned auto with a minimum combined single limit of \$1,000,000 occurrence shall be maintained. Both policies must name Hagerstown Community College as an additional insured with the USER's insurance being primary and non-contributory with any insurance purchased by HCC.
3. The USER must also obtain, at its own expense, Statutory Workers Compensation Insurance on its employees. Waiver of subrogation against HCC is required.
4. The USER will provide HCC with proof of such insurance at the time of entering into this agreement.

USER Signature

Date

Organization Name

HCC Representative

Date