



**POMONA UNIFIED SCHOOL DISTRICT  
AGREEMENT TO PERFORM/PRESENT**

**Presenter’s Legal Name:** \_\_\_\_\_

**Presentation/Activity:** \_\_\_\_\_

**Date(s) of Presentation:** \_\_\_\_\_

**Location(s) of Presentation:** \_\_\_\_\_

**Parking Instructions (if any):** \_\_\_\_\_

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) through the date of final performance or completion of the Presentation/Activity identified above (such period of time hereinafter referred to as the “**Term**”), as follows:

Agreement to Perform. The above-named presenter (“**Presenter**”) will provide to Pomona Unified School District (“**District**”), and District will receive from Presenter, the presentation/activity (“**Presentation**”) as set forth above.

Insurance. Prior to entering upon District premises in connection with this Agreement, Presenter shall comply with the insurance provisions set forth in **Exhibit “A”** attached hereto and incorporated by reference herein.

INDEMNITY. PRESENTER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES (INCLUDING ATTORNEY’S FEES), DAMAGES AND LIABILITIES ARISING FROM OR IN CONNECTION WITH THE PRESENTATION OR AS A RESULT OF PRESENTER’S ACTIVITIES IN CONNECTION THEREWITH, AND THIS OBLIGATION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

(insert legal name of presenter)

POMONA UNIFIED SCHOOL DISTRICT  
a public agency of the State of California

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sandra Garcia, Assistant Superintendent/  
Chief Business Officer

\_\_\_\_\_  
Print Name of Signatory

Approved by Board: \_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to Form:

MUNDELL, ODLUM & HAWS, LLP  
General Counsel

\_\_\_\_\_

## EXHIBIT "A"

### Insurance

1. Presenter shall, at Presenter's expense, procure and maintain throughout the Term of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Presentation or this Agreement by Presenter and Presenter's subcontractors, officers, employees, agents, or representatives. District in no way represents or warrants that the insurance required herein is sufficient to protect Presenter for liabilities that may arise from or relate to this Agreement.
2. The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Presenter of the indemnity provisions set forth in this Agreement.
3. The workers' compensation insurance, if required by applicable law, shall insure Presenter's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.
4. The automobile liability shall have an each-occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the District, its board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Presenter or for which Presenter is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its Board members, superintendent, officers, employees, volunteers, agents, and representatives, or if excess, shall stand in an unbroken chain of coverage excess of the Presenter's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its Board members, superintendent, officers, employees, agents and volunteers shall be excess of Presenter's insurance and shall not be called upon to contribute with it.
5. All commercial general liability, automobile, or comparable policies maintained by Presenter shall name District and such other persons or firms as District specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Presenter. All such policies maintained by Presenter shall provide that they may not be terminated nor may coverage be reduced prior to Presenter's full performance of this Agreement without fifteen (15) days' prior written notice to District. All commercial policies maintained by Presenter will be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance,

together with originals of the endorsements that name District as an additional insured, extending coverage on a primary, non-contributory basis, shall be delivered to District prior to Presenter's commencement of the Presentation. The certificate(s) of insurance shall reference this Agreement by name, and the insured party named on the certificate(s) shall match the name of the Presenter as identified in this Agreement. Presenter shall not commence providing the Presentation under this Agreement until it has provided evidence satisfactory to District that Presenter has secured all insurance required under this Agreement. Neither District's failure to obtain a complying certificate of insurance or endorsement from Presenter, nor District's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation provided by Presenter, its insurance broker and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions of this **Exhibit "A"**; provided however, that District may, in its sole discretion and in limited circumstances, modify or waive certain of these insurance requirements pursuant to an insurance sufficiency review based on the nature and scope of the Presentation. Presenter also shall require all of Presenter's subcontractors to procure and maintain the same insurance for the duration of the Agreement. In addition, Presenter shall not allow any subcontractor to commence work on any subcontract until the subcontractor has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Agreement.