



Letter of Understanding Regarding Non-LAUSD Entities

This Letter of Understanding is made a part of and incorporated into the Los Angeles Unified School District License Agreement ("Agreement").

Unless otherwise specified herein, all terms provided in this Letter of Understanding shall apply. Should any terms and conditions of this Letter of Understanding conflict with terms of the original Agreement or any subsequent Amendment, the terms and conditions of this Letter of Understanding shall govern.

1. INSURANCE

For the duration of the term, Licensee shall provide and maintain insurance in accordance with the current Insurance Requirements list provided by District. Licensee shall not be permitted to use the License Area until District has received and approved of Licensee's Insurance.

Proof of Insurance is also required of all Non-LAUSD entities, and other third-party persons or organizations prior to using any LAUSD facility under this License. Licensees agree to ensure that all Non-LAUSD entities, including but not limited to, other third-party persons, or organizations, meet all LAUSD insurance requirements. All Licensees shall have the exclusive responsibility to ensure all Non-LAUSD entities meet LAUSD insurance requirements and shall collect all Certificates of Insurance from each Non-LAUSD entity. To review insurance requirements, please visit <https://achieve.lausd.net/Page/2792>.

2. INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect District, its Board of Education, its officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Licensee or Licensee's employees, agents, contractors, directors, officers, partners, trustees, visitors, guests, or invitees of the License Area, or (ii) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (iii) the use or occupancy of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, guests, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iv) any claim by a third party that District is

responsible for any actions by Licensee in connection with any activity, use or occupancy of the License Area or in any way related to this Agreement.

The provisions of this section shall not apply to the extent that all or part of the liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District's obligations under this Agreement.

IN WITNESS WHEREOF, the Licensee hereto have duly executed this Letter of Understanding as of the day and year written adjacent to their respective signatures.

Licensee:

Dated: _____

By: _____

Name: _____

Title: _____

Application ID: _____