

Arlington Independent School District

Vendor Name: _____

Parking Lot Use Agreement

Vendor Contact: _____

Terms and Regulations

Location(s) Requested: _____

1. The Arlington Independent School District (“District”) will provide a parking space rental permit for zero (\$0) cost to vendors at an AISD sponsored event hosted on District Property.
2. All vendors must supply insurance and meet requirements as deemed by the District necessary for the type of business performed on the property. Vendors must meet all requirements no less than two (2) weeks prior to the event date.
3. The District reserves the right to refuse a vendor for any reason deemed in the best interest of the District. If during the use period any actions and/or conduct of the user that violates Local, State or Federal laws, District policies, or any portion of this Agreement, the District reserves the right to immediately cancel the Agreement and/or require the vendor to leave the District property. All permits shall be revocable; this Agreement is not a lease. The Superintendent or designee may reject any application or cancel any permit at his or her discretion.
4. During the term of the Agreement, the vendor making use of any District property shall secure and maintain, at its expense, general liability insurance with an “admitted carrier” licensed by the State of Texas. A Certificate of Insurance (standard Accord form) shall be furnished to the District with this Agreement and/or shall be presented to the District two (2) weeks prior to the event date. The certificate shall show on its face the following:
 - A. The District as Certificate Holder and as an Additional Insured on all policies
 - B. Include a Waiver of Subrogation Endorsement in favor of the District on auto and liability policies
 - C. Worker’s Compensation Coverage, if applicable
 - D. Minimum Coverage and Limits:
 - **General Liability Limits**
 - \$1,000,000 Aggregate General Liability
 - \$1,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury and Advertising Liability
 - \$1,000,000 Per Occurrence General Liability
 - \$ 100,000 Damage to Rented Premises
 - \$ 5,000 Medical Expenses
 - **Auto Liability Minimum Required Limits**
 - \$ 500,000 Combined Single Limit Each Accident

Any exclusions or limitations materially altering coverage provided under the policy must be shown on the face of the Certificate of Insurance. The policy must provide coverage on an “occurrence” basis. Failure to timely provide the required proof of insurance will be grounds for cancelation of this Agreement.

5. The vendor accepts full responsibility for, and agrees, to indemnify the District for any and all damages caused to District owned property, and/or property located in or on District property, that is the result of or is deemed by the District to be in connection with the organization’s use of the District’s property.

Initial Here _____

6. The vendor, upon application, agrees to indemnify and hold harmless the District, affiliated entities, agents, heirs, Board of Trustees, individual trustees, employees, fiduciaries, assigns, representatives, officers, insurers, attorneys, and any other person acting on behalf of the Board of Trustees or the District for any claim for loss of life, bodily injury, or damage to property suffered by a participant, sponsor, spectator, visitor, or any other person that is the result of or is in connection with the organization’s use of the District property.

Initial Here _____

7. All activities must have competent, adult supervision and maintain orderly behavior, with the vendor using the District property. The following must also be enforced by the vendor at all times:
 - A. Smoking and the use of tobacco products is prohibited anywhere on District property.

- B. Possession and/or use of alcoholic beverages is prohibited anywhere on District property.
 - C. Firearms, knives and weapons of any sort are not permitted on District property.
8. Before gaining entrance to the space assigned, the vendor must contact the building representative on duty. The building representative on duty will supervise the operation of the facilities, and the group or activity as needed.
 9. The vendor must comply with all City of Arlington Health, Police and Fire Department ordinances, as well as Local, State and Federal laws.
 10. Participants, sponsors, spectators, and visitors may not enter or use any other part of a building or its grounds other than that specified in the permit.
 11. The permit does not include the use of equipment owned by the School District, such as: spotlights, floodlights, projectors, organs, pianos, microphones, etc., unless specific arrangements have been made in advance and are included in the written permit. Either Party may terminate this Agreement upon seven (7) days' written notice to the other Party.
 12. This Agreement does not create an employee-employer relationship, joint venture, or partnership between the Parties.
 13. In the event that any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement that shall remain in full force and effect.
 14. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
 15. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Venue for any action brought to enforce or interpret this Agreement shall be brought in Tarrant County, Texas.
 16. **COPIES OF VENDOR'S CERTIFICATE OF INSURANCE AND VALID CITY OF ARLINGTON FOOD TRUCK/MOBILE FOOD UNIT PERMITS OR TARRANT COUNTY HEALTH PERMIT MUST BE INCLUDED with this agreement**

Signature

Print Name

Date Signed