

INDEMNITY AGREEMENT FOR ROLLOVER SIMULATOR USE

Agreement dated this ____ day of _____, 20____, by and between F-M Ambulance Service (hereinafter "FMA"), and _____, (hereinafter "User").

WHEREAS, FMA is an ambulance service devoted to enhancing traffic safety and limiting youth access to alcohol through education; and

WHEREAS, FMA is the owner of a piece of equipment known as the ROLLOVER SIMULATOR that assists in educating the public about the consequences of an crash that involves a rolled over vehicle; and

WHEREAS, the User desires to obtain the use of the ROLLOVER SIMULATOR to educate individuals about the dangers and consequences of an crash involving a rolled over vehicle; and

WHEREAS, FMA is willing to assist User with such education, including the use of the ROLLOVER SIMULATOR, with or without a fee, provided User agrees to indemnify and hold harmless FMA against any and all claims that may arise or result from the use of the ROLLOVER SIMULATOR.

NOW THEREFORE, FMA and the User agree as follows:

User agrees to indemnify, save and hold harmless FMA and its employees from claims including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of its or its agents' use or possession of the ROLLOVER SIMULATOR. User also agrees to indemnify, save and hold FMA harmless for all costs, expenses and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein.

User shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota or Minnesota, the following insurance coverages covering the User for any and all claims of any nature which may in any manner arise out of or result from its use or possession of the ROLLOVER SIMULATOR:

1. Commercial general liability and automobile liability insurance – minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workers compensation insurance meeting all statutory limits.
3. FMA shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of FMA.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned representative.

User shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to FMA prior to commencement of the use of the ROLLOVER SIMULATOR.

FMA reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

User shall have no right to sublease or assign its use of the ROLLOVER SIMULATOR.

User's insurance coverage shall be primary (i.e., pay first) with respect to any insurance, self-insurance or self-retention maintained by FMA. Any insurance, self-insurance or self-retention maintained by FMA shall be excess of the User's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the User. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. FMA will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the User in excess of the minimum requirements set forth above.

User Signature: _____

Date: _____

F-M Ambulance Service Representative

Signature: _____

Date: _____