

Joint Use Agreement Checklist

- ✓ **Communication-** between groups. Start early
 - Designate primary staff from each entity
 - Develop a JUA interagency team
 - Meetings-conference calls

- ✓ **Explain** the benefits- ties together as a whole community

- ✓ **Develop Policy**
 - Explain it is a cooperative agreement

- ✓ **Term of agreement**
 - Effective Date
 - Termination date

- ✓ **Define Permitted Use**
 - School Property- access to bldg
 - Municipal Property
 - Private Third Party Property/Use

- ✓ **Liability**
 - Risk Mgt coverage
 - Different carriers
 - Mutual Indemnification
 - Recommended coverages

- ✓ **Communications/Coordination²**
 - Schedules- Master Schedule
 - Each responsible for their property/facilities

- ✓ **Records/Documentation**
 - Access by all to master schedule

- ✓ **Fee Schedule**
 - Personnel costs- supervision, custodial
 - Cleaning-trash, bathroom facilities
 - Damage-Restitution & Repair

- ✓ **Access**
 - Keys? card access, facility supervisor
 - Parking
- ✓ **Supervision-Security-Inspections**
 - Safe to use
 - Notify owner if any concerns

Mutual Indemnification – Sample Language

- 1.1 (Other Party’s Name) Indemnification. (Other Party’s Name), the “Indemnitor”, shall defend, indemnify and hold harmless (Your Town/School), and its officials and employees from and against any and all losses incurred by (Your Town/School) to the extent arising out of or relating to (Other Party’s Name) alleged negligence or breach of its obligations or warranties set forth in this Agreement, in whole or in part, except to such extent such Losses are caused by the negligent acts or omissions of (Your Town/School).

- 1.2 (Your Town/School) Indemnification. (Your Town/School), the “Indemnitor” shall defend, indemnify and hold harmless (Other Party’s Name), and its officials and employees from and against any and all losses incurred by (Other Party’s Name) arising out of or relating to (Your town/School’s) negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by that alleged negligent acts or omissions of (Other Party’s Name).