

FORM NO. V-100B

AGREEMENT REGARDING USE
(Qualified Entity provides Workers' Compensation,
Use With Driver Release Schedule Form No. V101B)

_____ and _____
(Member) (Qualified Entity)

This Agreement is made and entered into effective this _____ day of _____, 20____ by and between _____ ("Member"), and the _____ ("Qualified Entity").

Member is willing to provide and Qualified Entity is interested in using the following passenger vehicles (list passenger vehicles) _____

_____ on the following date or dates: _____, and for the following purpose(s): _____.

PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

QUALIFIED ENTITY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT, AND ITS JOINT POWERS LOSS CONTROL AUTHORITY, THE ORGANIZATION OF SELF-INSURED SCHOOLS, A CALIFORNIA JOINT POWERS AGENCY ("OSS"), AND EACH OF ITS RESPECTIVE BOARDS OF TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ALL REASONABLE COSTS AND ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM THE LOANING AND/OR USAGE OF THE SAID MOTOR VEHICLES BY QUALIFIED ENTITY. IF QUALIFIED ENTITY IS ALSO A MEMBER OF OSS, THE QUALIFIED ENTITY SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LIABILITY OF EVERY KIND AND NATURE ARISING FROM OR IN CONNECTION WITH THE USE OF THE VEHICLE AND QUALIFIED ENTITY IS HEREBY REQUIRED TO NAME MEMBER AS AN ADDITIONAL INSURED. THE INTENT OF THE PARTIES IN INCLUDING THE FOREGOING PROVISION IS TO AVOID CREATING TWO SEPARATE LIABILITIES FOR THE SIR POOL ESTABLISHED BY OSS. OSS IS AN INTENDED THIRD PARTY

BENEFICIARY OF THIS INDEMNITY PROVISION.

The Qualified Entity will reimburse the Member for the reasonable costs of usage of the motor vehicles at the agreed rate of \$_____ per mile.

Qualified Entity also warrants that it has or will obtain prior to the borrowing of said vehicles first party insurance providing liability insurance coverage applicable to said motor vehicles and Qualified Entity's usage of same in amounts satisfactory to Member which said liability insurance policy limits shall be no less than Ten Million Dollars (\$10,000,000.00).

Qualified Entity also warrants that it has and will maintain workers' compensation insurance during the entire time it borrows the said motor vehicles and that its workers' compensation carrier will be an insurance company acceptable to Member.

Such insurance policy or policies shall name the **MEMBER, ITS OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED WITH RESPECT TO ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT.** Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Member, its officers, agents and employees, individually and collectively, shall be excess only non-contributing with insurance provided under the Qualified Entity's policies. Qualified Entity's insurance shall not be canceled or changed without a minimum of thirty (30) days advanced written notice given to the Member.

Qualified Entity will furnish Member with a certificate of insurance verifying said insurance with an insurance company acceptable to Member prior to borrowing of the said vehicle. Qualified Entity also warrants that it will obtain and furnish to Member prior to the usage of said motor vehicles an endorsement to their said policy of liability insurance naming Member, its Board of Trustees, officers, agents and employees as additional insured under the said liability insurance policy.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by an instrument executed by all parties.

If any provision of this agreement is held to be invalid or unenforceable by a Court of competent jurisdiction, that determination shall not invalidate or tender unenforceable any other provision of this Agreement.

This Agreement shall be for the benefit of and shall be binding upon all parties and their

responsive successors and assigns. All parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary to give full force and effect to the terms of this Agreement.

All terms of OSS Policy V-01 are hereby applicable to this agreement, and are fully incorporated herein as though fully set forth hereat.

This Agreement shall be construed and enforced with the laws of the State of California.

Date: _____

AUTHORIZED REPRESENTATIVE OF MEMBER

Date: _____

AUTHORIZED REPRESENTATIVE OF
QUALIFIED ENTITY

Please forward completed form to the Risk Manager of the Organization of Self-Insured Schools ("OSS").

FORM NO. V-101B

DRIVER RELEASE SCHEDULE FORM B
(For Use with a Non-Member District Driver)
(Borrowing Entity must have Workers' Compensation Insurance)

Effective: _____

I, _____ (name of driver), have agreed to drive a vehicle for
_____ (borrowing entity) for its _____
(Name of program or activity) program or activity.

I understand that if I drive a vehicle for _____ (borrowing entity),
that I will not be in the course and scope of employment for _____
(Member District) while so driving.

I agree that I will not receive nor be entitled to wages from _____
(Member District) while driving for _____ (borrowing entity).

I understand that during the time I drive for _____ (borrowing entity),
I will not be covered under the workers' compensation coverage of
_____ (Member District).

I hereby certify that a true and correct copy of my California Drivers License No.
_____ is attached hereto, and that such license is currently valid.

Dated: _____

Signature of Driver