

## **INDEMNIFICATION AGREEMENT**

This Indemnification Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between School Smiles Group Inc. ("School Smiles") and the Boone County School District (the "School"):

### **W I T N E S S E T H:**

**WHEREAS**, School Smiles is a comprehensive dental program servicing school systems;

**WHEREAS**, as a condition to School Smiles providing dental services to students at the School (the "Services"), the School has required that School Smiles enter into this Indemnification Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **A. INDEMNIFICATION AND HOLD HARMLESS**

School Smiles, to the fullest extent permitted by law, shall indemnify, hold harmless and defend School and any of its officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or willful misconduct of School Smiles its officers, directors, employees, or agents.

#### **B. INSURANCE**

School Smiles will purchase and maintain the following insurance coverage:

- 1) Workers' compensation insurance (including occupational disease coverage) as required by state and federal law;
- 2) Commercial general liability coverage with a limit of at least \$1,000,000, per occurrence and \$3,000,000 in the aggregate, for bodily injury and property damage. The limit may be reached through a combination of primary and umbrella/excess liability policies.
- 3) Business auto liability insurance of at least \$1,000,000 on all vehicles owned, leased, or operated by School Smiles;
- 4) Professional liability coverage with a limit of at least \$1,000,000 per claim in the aggregate; and
- 5) Umbrella liability coverage of at least \$5,000,000.

School Smiles agrees to furnish School with Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

#### **C. AMENDMENT**

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

**D. CHOICE OF LAW**

The validity, construction and operation of this Agreement shall be governed by the laws of the State of Kentucky without regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**SCHOOL SMILES GROUP INC.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BOONE COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_