



Sevier County School System

Dr. Jack A. Parton, Director of Schools

226 Cedar Street
Sevierville, Tennessee 37862

Phone : (865) 453-4671
Fax : (865) 522-1497

BP120

COMMUNITY USE OF SCHOOL BUSES

The Sevier County Board of Education maintains the power to purchase and utilize school buses. The Board primarily uses its buses to provide transportation to/from schools or to/from extracurricular events for students.

The Board may also permit the non-school usage of its property by members of the community. Under certain situations deemed "emergencies" by the Director of schools, the Board grants the Director and/or his/her designee discretion to approve/disapprove the non-school usage of buses by members of the community.

Those applying to the Director for emergency usage shall hereby agree to:

1. Contract with a driver(s) currently certified by the Board;
2. Provide an applicable certificate of insurance, if possible;
3. Sign an indemnification agreement as to liability, property damage, and other such costs;
4. Adhere to any state and federal traffic law, or other rules of the road;
5. Forbid the use of tobacco, alcohol, or other drugs on the buses;
6. Require passengers to act with common decency and refrain from any lewd activities;
7. Remove and clean-up any trash, debris, or other foreign materials from the buses;
8. Abstain from placing any banners or other materials on the buses' exterior;
9. Reimburse the Board for any related costs and/or fees.

While the Director possesses sole discretion to approve/deny applications, those decisions shall remain both content neutral and non-discriminatory.

October, 2009

SEVIER COUNTY SCHOOLS

IDEMNIFICATION AGREEMENT FOR EMERGENCY BUS USAGE

Acting as a duly qualified representative of _____ (Individual/Group Name), I hereby agree to indemnify and hold harmless the Sevier County Board of Education ("Board")¹ for any and all claims arising out or during the use of the Board's bus(es), including but not limited to claims based on the following:

- A. Federal, state, or local laws, statutes, regulations, orders or public policies;
- B. Compensatory, consequential, exemplary or punitive damages;
- C. Equitable relief;
- D. Attorney's fees or litigation costs;
- E. Discretionary costs; *and*
- F. Injunctive relief.

If such a claim should arise against the Board, I also hereby agree to provide the Board with a proper defense and reimburse it for any associated legal fees/costs.

By checking one (1) of the following, I will indicate whether I am signing on behalf of myself or in a representative capacity: Individual Capacity Representative Capacity

I, THE UNDERSIGNED, HAVE READ THE FOREGOING INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this _____ day of _____, 20__.

Signature

Printed Name

¹ The term "Board" shall include but not stand limited to any drivers, agents, assigns, employees, members, officials, administrators, and any other legal entity related to the Sevier County Board of Education.