

FACILITY CONTRACT REVIEW CHECKLIST

Purpose of Checklist

The following checklist is provided as a tool to help Special Olympics U.S. Programs when determining whether to sign a contract/agreement with a venue or facility. This checklist focuses on risk management issues and applies primarily to facility or venue use agreements/contracts. Although some of the same principles may apply, this checklist is not intended to be used for contracts such as hotel agreements, sponsorship agreements, long-term building leases, etc. A U.S. Program should always follow its own protocol relative to the contract review process and should work with legal counsel and insurance representatives (American Specialty or local broker) as appropriate.

Using the Checklist

If the answer to any of the questions below is "no," separate action is recommended prior to signing. Also, please utilize the Event Flowchart to help identify any additional steps that may need to be taken relative to insurance.

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| <input type="checkbox"/> Yes <input type="checkbox"/> No | Do you have a complete, legible copy of the contract? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Are all parties listed by their formal legal names? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Are the effective dates and times of the agreement accurately stated? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Are the individuals to sign the agreement authorized representatives of each party? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | <p>Is the indemnification and hold harmless provision "acceptable"?</p> <p>Acceptable:</p> <ul style="list-style-type: none"> - Other party indemnifies and holds Program harmless for losses, and Program doesn't indemnify or hold other party harmless; or - Each party is responsible for its own negligence - mutual indemnification and hold harmless; or - Program indemnifies and holds other party harmless but not for losses arising from other party's negligence (or other party's sole or gross negligence). This is acceptable although above options are preferable. <p>Not Acceptable</p> <ul style="list-style-type: none"> - Program indemnifies other party and holds them harmless for any and all losses (including those arising from other party's own negligence), and other party doesn't indemnify or hold Program harmless. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Does the Program carry the insurance coverage required in the contract? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | <p>Is the additional insured requirement consistent with the indemnification and hold harmless provision?</p> <p>For example:</p> <ul style="list-style-type: none"> - If there is mutual hold harmless and indemnification, the parties should name each other as additional insured. - If the Program must hold harmless and indemnify the other party for losses arising out of the Program's negligence only, then the Program should be required to name the other entity as an additional insured only with respect to losses arising out of the Program's negligence. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Are the cancellation requirements acceptable (for example, they do not place an undue financial burden on the Program if the Program needs to cancel)? |