

Hold Harmless Process and Form

If a PTA does purchase material or equipment for the school, a "Hold Harmless Agreement" should be initiated to transfer ownership to the school and to provide that the school will assume the responsibility of ownership. The school should agree to:

1. Accept ownership of the described equipment.
2. Accept responsibility for the installation, operation, and maintenance of the described equipment.
3. Hold the PTA harmless from any claim or lawsuit arising from damages caused by or from the use of the equipment.

A Sample Hold Harmless Agreement is below:

PTA HOLD HARMLESS AGREEMENT

The _____ PTA presents to _____

School the following described equipment _____

for the strict purpose of _____

The School hereby agrees to:

- Accept ownership of the above-described equipment.
- Accept responsibility and any liability for the installation, operation and maintenance of the above-described equipment.
- Keep the above-described equipment at _____ for a period of no less than _____ years.

The _____ school agrees to release and

forever discharge and hold harmless the _____ PTA and all officers, directors, employees, agents and volunteers of the organizations, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the installation, operation, maintenance and/or use of this equipment.

_____	_____	Date: _____
Print Name	Signature of PTA President	

_____	_____	Date: _____
Print Name	Signature of PTA Treasurer	

_____	_____	Date: _____
Print Name	Signature of Principal	

****The general membership must support any expenditure through a budget adoption/amendment and a specific vote at a general meeting. This agreement is void if not ratified by the general membership. ****