

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into by and between the City of Quincy, an Illinois municipal corporation (hereinafter “the City”) and _____, the event sponsor (hereinafter “the Sponsor”).

RECITALS

A. The Sponsor wishes to hold an event commencing on the 29th day of May, 2020 on property owned by the City located at (_____ address of property _____) for purposes of outdoor dining and drinking on the city sidewalk. The Sponsor is requesting the City to issue formal approval to conduct outdoor dining and drinking on City property and has further requested that the City extend certain services to the Sponsor in connection with said event.

B. The City has indicated that the issuance of the approval is conditioned upon the Sponsor executing this Agreement and complying with requirements set forth hereinafter, which include, but are not limited to, the following: (i) complying with all of the City’s applicable rules and regulations regarding conduct of outdoor dining and drinking (collectively “applicable rules”), (ii) providing certain insurance, where applicable, dram shop insurance, satisfactory to the City and providing a certificate of insurance to the City regarding said insurance, and (iii) agreeing to an Indemnification and Hold Harmless Covenant (as set forth hereinafter) and securing a “Contract Liability Endorsement” to underwrite the contract indemnity requirements and providing proof of said endorsement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth, specifically including the approval by the City of the event, it is hereby agreed as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein as if set forth verbatim.

2. **Insurance Requirement.** The City shall be added as an additional insured under the Sponsor’s general liability policy through an Additional Insured Endorsement, with coverage including claims for bodily injury or property damage that is caused in whole or in part by the named insured’s and additional insured’s acts or omissions, and in limits reasonably satisfactory to the City. A certificate of insurance naming the City shall be filed with the City prior to the opening date of the event. The Sponsor hereby and herein waives any and all rights of subrogation against the City. The Sponsor, in appropriate circumstances as determined by the City, shall be required to provide dram shop insurance with any and all terms as requested by the City.

3. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, the Sponsor hereby agrees to indemnify and hold harmless the City and all of its agents, officers, elected officials, department heads, managers and employees, including police officers, both regular and auxiliary, from and against all claims, actions, liabilities, losses (including economic losses), costs, expenses and liens, including, but not limited to, reasonable attorney's fees and Court costs arising out of any bodily injury, sickness, disease, death or injury, including the loss of use resulting therefrom, or any other damage (including property damage) or loss arising out of or resulting in whole or in part from any act or omission of the City and/or its aforesaid described employees and agents and the Sponsor in sponsoring and operating the event or that violates any applicable rules, or such act or omission by any employees, representatives or independent contractors of the Sponsor, or anyone directly or indirectly employed by the Sponsor, or any one for whose acts the Sponsor may be liable in sponsoring and operating the event, or for any acts or omissions by any attendees of the event. Any costs or expenses, including reasonable attorney's fees, incurred by the City to enforce the indemnity obligations or defend itself in connection with any claims filed against the City by any third party as a result of the event, in addition to any judgment or amount paid by the City as a result of said third party's claim, hereunder shall be borne by the Sponsor. Further, the Sponsor will secure the necessary Contract Liability Endorsement to underwrite this contractual indemnity and hold harmless agreement and provide the City with proof of said endorsement.

4. **Additional Documentation.** The Sponsor agrees to execute such additional documents as the City may reasonably request in furtherance of the foregoing covenants. The Sponsor agrees to include in any event application to be signed by the participant a waiver of liability clause specifically naming the City and referencing the City property used for the event, as well as any others, as a condition for the participant to participate in the event; and the Sponsor also agrees to provide the City with any and all event applications signed by the participants and to keep all signed participation agreements for up to eighteen (18) months from the date of the event.

5. **Miscellaneous.** The Sponsor may be required to reimburse the City and/or its Public Safety Departments (Police Department, Fire Department, Street and Bridge Department) for certain costs incurred by the City in connection with complying with the Sponsor's request for event approval, which would be mutually agreed to by and between the parties hereto. The approval of the event, if granted, is not transferable and is revocable at any time at the absolute discretion of the City. The Sponsor understands that the issuance of the event approval is contingent upon compliance with all of the conditions and requirements set forth in this Agreement.

6. **Effective Date.** The effective date of this Agreement shall be the date the City executes copy(s) of this agreement.

7. **Governing Law in Actions.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of Illinois, including choice of law and conflict of law rules, except when they conflict with Federal law.

8. **Counterpart/Facsimile and E-Mail Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but which taken together shall constitute one and the same instrument. For purposes of execution, any signed copy, including PDF's of this Agreement, may be transmitted by facsimile machine and/or via electronic mail, and the signature of any person thereon shall be considered an original signature, and neither party shall raise the fact that any signature or document was so transmitted as a defense to the effectiveness of this Agreement.

9. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Sponsor and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original as of the day and the year set beside their signature. By also initialing each page of the duplicate originals of this Agreement in the lower right hand corner, the parties have identified and agreed to each page of this Agreement.

Date of Execution: _____, 20__ The City of Quincy, an Illinois municipal Corporation (the City)

By _____

Printed Name of Authorized Agent

Printed Name of Witness

Date of Execution: _____, 20__ _____
Printed Name of the Sponsor

By _____

Printed Name of Authorized Agent

Printed Name of Witness

