



Special Event Hold Harmless Agreement

_____ shall indemnify, defend and hold the City of Salinas, its officers, agents and employees harmless from any and all claims, suits, actions, damages and causes of action which the City of Salinas may incur arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause, resulting from the following services, operations, event or use of City property authorized pursuant to this Special Event Permit.

_____ shall at all times while providing the aforementioned services, operations event or use of City property, maintain comprehensive general liability insurance in the amounts and pursuant to the terms and conditions set forth herein, or at such amounts and pursuant to such terms and conditions that may be set forth by the City's Risk and Benefits Analyst. Additionally, _____ shall comply with all other requirements deemed appropriate by the City's Risk and Benefits Analyst.

_____ shall maintain the following limits of insurance:

General Liability

Combined Single Limit Per Occurrence.....\$1 million

General Aggregate.....\$2 million

(The policy shall cover on an occurrence or accident basis, and not on a claims made basis.)

Automobile Liability

Combined Single Limit Per Occurrence

(The policy shall cover on an occurrence or accident basis, and not on a claims made basis.)

Acceptance of insurance certificates required under this Agreement does not relieve _____ from liability under this Agreement. This Agreement shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages. _____ shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees and charges of attorneys and other professionals and court costs) incurred by the City of Salinas in enforcing the provisions of this Agreement.

Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, _____, at its sole cost and expense, shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third parties against the City of Salinas, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the City of Salinas, its officers, agents or employees in any such suit, action or other legal proceeding.

All insurance companies shall be required to add the City of Salinas, its officers, agents and employees as additional insured by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and that no other insurance affected by the City of Salinas or other names insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or agents unless approved in writing by the City of Salinas.

All insurance companies affording coverage to _____ shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

All insurance companies affording coverage shall provide thirty (30) days written notice by mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date, except for non-payment of premiums in which case ten (10) days written notice shall be provided. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

_____ shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form and manner satisfactory to the City's Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon _____, its agents or representatives" does not satisfy the requirements of this Agreement.

_____ shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

Maintenance of insurance by _____ as specified in this Agreement shall in no way be interpreted as relieving the _____ of any responsibility whatever and the _____ may carry, at its own expense, such additional insurance as it deems necessary.

IN WITNESS WHEREOF, _____ has made and entered into this Agreement with the City of Salinas as of _____, 20____.

CITY OF SALINAS

Risk and Benefits Analyst

Date

City Attorney

Date

PERMITTEE

Signature

Date

Printed Name

Title